



CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209

MARK A. BRECEDA
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

H. MANUEL ORTIZ
COUNCILMEMBER

AGENDA FOR THE REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

FEBRUARY 14, 2018

6:00 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM REGULAR MEETING – CITY HALL COUNCIL CHAMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 6:00 P.M.**1. Conference with Real Property Negotiators**

Pursuant to California Government Code Section 54956.8

- | | |
|-----------------------|--|
| A. Property: | United Rock Products Corporation Pit No. 3 |
| Negotiating Parties: | City of Irwindale and United Rock Products Corporation |
| Under Negotiation: | Price and terms of sale |
| Conflict of Interest: | None |
| | |
| B. Property: | 16203-33 Arrow Highway |
| Negotiating Parties: | Housing Authority and Panattoni |
| Under Negotiation: | Price and Terms |
| Conflict of Interest: | None |

2. Public Employee Appointment

Pursuant to California Government Code Section 54957

Title: City Manager

3. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Name of Case:	USA Waste of California, Inc. v. City of Irwindale, et al.
Case Number:	LASC Case Number KC 066276
Conflict of Interest:	None

ADJOURN**OPEN SESSION – 6:30 P.M.**

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**

- D. **ROLL CALL:** Councilmembers: Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda
- E. **REPORT FROM CLOSED SESSION**
- F. **CHANGES TO THE AGENDA**
- G. **COUNCIL MEMBER TRAVEL REPORTS**
- H. **ANNOUNCEMENTS**
- I. **INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- J. **PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 10, 2018

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Allocating Funds for New Playground Equipment for All City Parks

Recommendation: (1) **Adopt Resolution No. 2018-06-3000** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINDALE WAIVING THE FORMAL BIDDING PROCEDURES, APPROPRIATING \$716,483.00, AND APPROVING THE CONTRACT FOR THE REPLACEMENT OF THE PLAYGROUND EQUIPMENT AND SURFACING IN ALL FOUR CITY PARKS", waiving further reading, subject to approval as to form by the City Attorney; (2) Authorize the Assistant City Manager to enter into an agreement with GameTime (Great Western Recreation) for the playground replacement project and issue a purchase order for approved funds; (3) Approve a 10% contingency in the amount of \$65,135 to cover any unforeseeable conditions that may arise during construction.

D. Award of Contract for Signing and Striping Improvements on Arrow Highway, from Fourth Street to Maine Avenue; P-950

Recommendation: (1) Authorize the Assistant City Manager to enter into an agreement with PCI in the amount of \$74,516.50 for the Signing and Striping Improvements on Arrow Highway Project; and (2) approve a 20% project contingency in the amount of \$14,903.30 to cover any unforeseeable conditions that may arise during construction.

E. Approval of Plans and Specifications for the Police Department Public Counter Replacement Project; P-944

Recommendation: (1) Approve the Police Department Public Counter Replacement Project and find it categorically exempt from the provisions of the California Environmental Quality Act; (2) approve the plans and specifications for Police Department Public Counter Replacement Project; and (3) authorize staff to solicit bids for construction of the project.

F. Consideration of Rejection of Bids Received for the 2017/2018 Resurfacing Project; P953

Recommendation: 1) reject all bids for the 2017/2018 Resurfacing Project; (2) direct the City Engineer to modify the plans and specifications of this project; and (3) direct the City Engineer to re-advertise this project

G. Award of Contract for City Hall and Police Facility Building HVAC Improvement Project; P-956

Recommendation: (1) authorize the City Manager to enter into an agreement with P & P Develop Inc., in the amount of \$194,770 for the City of Irwindale City Hall and Police Facility Building HVAC Improvement Project and (2) approve a 20% project contingency in the amount of \$38,954 to cover any unforeseeable conditions that may arise during construction.

H. Approve Appropriation of Asset Forfeiture Funds

Recommendation: **Adopt Resolution No. 2018-09-3003** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT" reading by title only and waiving further reading thereof

I. Adoption of Resolution No. 2018-11-3005 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF IRWINDALE AND LOS ANGELES COUNTY FOR A PERIOD OF FIVE YEARS, COMMENCING JULY 1, 2018 THROUGH JUNE 30, 2023"

Recommendation: (1) **Adopt Resolution No. 2018-11-3005** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF IRWINDALE AND LOS ANGELES COUNTY FOR A PERIOD OF FIVE YEARS, COMMENCING JULY 1, 2018 THROUGH JUNE 30, 2023"; (2) authorize the Mayor to execute the General Services Agreement on behalf of the City; (3) direct the Chief Deputy City Clerk to forward three signed originals to the Office of Intergovernmental and External Affairs, Chief Administrative Office, Room 723, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, together with a certified copy of the approve resolution indicating the approval of this item.

J. Request to Approve a Contract with Harvey Consulting Group, LLC (HCG) for the preparation of CEQA documents (Initial Study and Mitigated Negative Declaration) for Remediation and Reclamation of the North Kincaid Pit (APN No. 8616-022-906)

Recommendation: Approve the attached contract with HCG for the preparation of an Initial Study and public review Draft and Final Mitigated Negative Declaration to be prepared in association with a land use entitlement application and remediation and grading work for the proposed remediation and reclamation of North Kincaid Pit.

2. NEW BUSINESS

A. Employment Agreement – City Manager and Appropriation of Funds Related to City Manager Transition

Recommendation: Authorize the execution of the attached City Manager Employment Agreement and appoint William Tam to the position of City Manager, effective February 15, 2018; and **adopt Resolution No. 2018-12-3006** approving the employment agreement and authorizing the appropriation of funds for higher payroll benefit costs for newly appointed City Manager; subject to approval as to form by the City Attorney.

B. Proposed Amendment of Sex Offender Residency Restriction Ordinance

Recommendation: **Conduct first reading for the adoption of Ordinance No. 721** entitled "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA REPEALING AND REPLACING IRWINDALE MUNICIPAL CODE CHAPTER 8.32 (SEX OFFENDER RESIDENCY AND LOITERING RESTRICTIONS) OF TITLE 8 (HEALTH AND SAFETY) REGARDING REGISTERED SEX OFFENDERS." Reading shall be by title only and waiving further reading thereof.

C. Project Update: Manning Pit Grading and Remediation

Recommendation: Receive and file the report regarding the status of the current activities of the Manning Pit Grading and Remediation Project.

D. Olive Pit Mining and Reclamation Project – 2017 Fourth Quarter Progress Report

Recommendation: Receive and file the updated quarterly progress report for Olive Pit Mining and Reclamation Project.

3. PUBLIC HEARINGS

4. CITY MANAGER'S REPORT

5. ADJOURN

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 10, 2018

B. Warrants

Recommendation: Approve

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. **CONSENT CALENDAR**

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 10, 2018

2. **NEW BUSINESS**

3. **PUBLIC HEARINGS**

4. **ADJOURN**

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on February 14, 2018 be posted at the City Hall, Library, and Post Office on February 8, 2018.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

COUNCIL AGENDA
ITEM IAI

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEB 14 2018

JANUARY 10, 2018
WEDNESDAY
6:00 P.M.

The Irwindale **CITY COUNCIL** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia,
H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz;
Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City
Attorney; Theresa Olivares, Assistant City Manager; Ty Henshaw,
Chief of Police; William Tam, Development Services Director/ City
Engineer; Eva Carreon, Director of Finance; Mary Hull, Human
Resources Manager, and Laura Nieto, Chief Deputy City Clerk

RECESS TO
CLOSED SESSION

At 6:00 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Real Property Negotiators
Pursuant to California Government Code Section 54956.8

Property: United Rock Products Pit No. 3
1137 Meridian Street
Negotiating Parties: City of Irwindale and United Rock Products
Under Negotiation: Price & terms of potential acquisition

ACTION: Direction provided; no further reportable action taken

Property: 13620 Live Oak Lane
NuWay Travel Center
Negotiating Parties: City of Irwindale and Copart
Under Negotiation: Price and Terms

ACTION: Not discussed

Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of
Section 54956.9

Number of Cases: One

ACTION: Briefing given, direction provided; no further reportable
action taken.

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Name of Case: City of Irwindale v. Huy Fong Foods, Inc.
Case Number: BC 621610

ACTION: Update given, direction provided; no further reportable action taken (Councilmember Ortiz abstained, left the Closed Session room, and did not participate in the discussion)

**RECONVENE IN
OPEN SESSION**

At 6:38 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

None.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

**COUNCILMEMBER
BURROLA**

Councilmember Burrola mentioned a recent power outage at the park and requested an update on the matter from the City Manager.

**CITY MANAGER
DAVIDSON**

City Manager Davidson reported on a malfunctioning electrical panel at Irwindale Park, which rendered some lights inoperable.

DIRECTOR TAM

Director Tam added that staff from Edison and the city, after inspecting the panel, determined that the feed from Edison had gone bad. Edison employees completed the repairs by January 2.

**CITY MANAGER
DAVIDSON**

City Manager Davidson noted that city staff and Edison employees worked together to get the lights up and running as quickly as possible. He also elaborated on staff's efforts to provide temporary lighting. No injuries or suspicious activities were reported during the outage.

**COUNCILMEMBER
BURROLA**

Councilmember Burrola thanked everyone involved in resolving the lighting issue, and thanked Mayor Pro Tem Ambriz for agreeing to switch seats at the dais with him in order to accommodate his need to sit closer to the audio speakers.

**COUNCILMEMBER
GARCIA**

Councilmember Garcia suggested planning and possibly funding the repair of the lighting and irrigation at street medians.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

**INTRODUCTION OF
LIBRARY TECHNICIAN
CHRISHELLE PEREZ**

**INTRODUCTION OF LIBRARY TECHNICIAN CHRISHELLE
PEREZ**

City Librarian Balli provided brief background information and introduced Chrishelle Perez as the new Library Technician.

INTRODUCTION OF
PLANNING
TECHNICIAN
JOHN LARRETA

INTRODUCTION OF PLANNING TECHNICIAN JOHN LARRETA

Principal Planner Simpson provided brief background information and introduced John Larreta as the new Planning Technician.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

ADMINISTRATION OF
OATHS OF OFFICE TO
CITY COMMISSIONERS

ADMINISTRATION OF OATHS OF OFFICE TO CITY
COMMISSIONERS

OATHS OF OFFICE

Oaths of Office were administered to Senior Citizen Commissioners Arline Miranda and Maggie Guzman, to Parks & Recreation Commissioner Dan Diaz, and to Planning Commissioners Enoch Y. Burrola and Arthur R. Tapia.

COMMISSIONER
TAPIA

Commissioner Tapia expressed his appreciation for the appointment to the Planning Commission and spoke on some of his experiences, and requested a moment of silence in memory of those who have passed away from cancer.

CHAMBER OF
COMMERCE
QUARTERLY UPDATE

CHAMBER OF COMMERCE QUARTERLY UPDATE

The update was provided.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Burrola, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item No. 1H, which was removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held December 13, 2017

ITEM NO. 1B
WARRANTS / DEMANDS
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
APPROVAL OF SB1
ROAD MAINTENANCE
AND REHABILITATION
ACCOUNT LOCAL
STREETS AND ROADS
FUNDING ALLOCATION
FOR FISCAL YEAR
2017-2018

APPROVAL OF SB1 ROAD MAINTENANCE AND
REHABILITATION ACCOUNT LOCAL STREETS AND ROADS
FUNDING ALLOCATION FOR FISCAL YEAR 2017-2018

1) The SB1 Local Streets and Roads Program proposed project list was approved and staff was authorized to submit said list to the California Transportation Commission; 2)

RESOLUTION NO.
2018-05-2999
ADOPTED

Resolution No. 2018-05-2999, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING SUBMISSION OF THE SB1 LOCAL STREETS AND ROADS PROJECT LIST AND ALLOCATION OF SB1 FUNDS TO THE 2017-2018 RESURFACING PROGRAM," was adopted.

ITEM NO. 1D
APPROVAL OF
EXTENSION OF
CONTRACT FOR
ANNUAL AUDIT
SERVICES

APPROVAL OF EXTENSION OF CONTRACT FOR ANNUAL
AUDIT SERVICES (Joint Item on Successor Agency and Housing
Authority)

The extension of the existing contract with Lance, Soll, & Lunghard, LLP, Certified Public Accountants, to provide annual audit services for two additional years, was approved.

ITEM NO. 1E
EMPLOYER-EMPLOYEE
RELATIONS
RESOLUTION

EMPLOYER-EMPLOYEE RELATIONS RESOLUTION NO. 2018-
03-2997

RESOLUTION NO.
2018-03-2997
ADOPTED

Resolution No. 2018-03-2997, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RELATING TO EMPLOYER-EMPLOYEE RELATIONS WITHIN THE CITY ADOPTING AN UPDATED POLICY PERTAINING TO RELATIONS AND COMMUNICATIONS BETWEEN THE CITY OF IRWINDALE AND ITS EMPLOYEES, AND RESCINDING RESOLUTION NO. 98-05-1566, RELATING TO EMPLOYER-EMPLOYEE RELATIONS," was adopted.

ITEM NO. 1F
APPROVE ASSET
FORFEITURE BUDGET
TRANSFER FOR
PURCHASE OF ONE
POLICE
ADMINISTRATIVE

APPROVE ASSET FORFEITURE BUDGET TRANSFER FOR
PURCHASE OF ONE POLICE ADMINISTRATIVE VEHICLE AND
WAIVE FORMAL BIDDING PROCEDURE

VEHICLE AND WAIVE
FORMAL BIDDING
PROCEDURE

RESOLUTION NO.
2018-01-2995
ADOPTED

Resolution No. 2018-01-2995, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET TRANSFER OF ASSET FORFEITURE FUNDS OF \$56,608 WITHIN THE ASSET FORFEITURE ACCOUNT FOR THE PURCHASE AND OUTFITTING OF ONE POLICE ADMINISTRATIVE VEHICLE," was adopted; formal bidding procedures were waived per Irwindale Municipal Code Section 3.44.080(f); and the issuance of a purchase order for the procurement of one (1) vehicle, a 2018 Chevrolet Police Administrative Tahoe, was approved.

ITEM NO. 1G
AMENDMENT TO
CITY ATTORNEY FEE
AGREEMENT

AMENDMENT TO CITY ATTORNEY FEE AGREEMENT (JOINT
ITEM ON SUCCESSOR AGENCY & HOUSING AUTHORITY)

The Second Amendment to the Irwindale Fee Agreement for City Attorney Services was approved.

END OF CONSENT CALENDAR

ITEM NO. 1H
APPROVAL OF
ISSUANCE OF
REQUEST FOR
PROPOSALS (RFP)
FOR THE AUDIO /
VISUAL SYSTEM
EQUIPMENT AND
INSTALLATION FOR
CITY COUNCIL
CHAMBERS

APPROVAL OF ISSUANCE OF REQUEST FOR PROPOSALS
(RFP) FOR THE AUDIO / VISUAL SYSTEM EQUIPMENT AND
INSTALLATION FOR CITY COUNCIL CHAMBERS

COUNCILMEMBER
GARCIA

Responding to a concern by Councilmember Garcia, Assistant City Manager Olivares advised that the big screen that is being planned for installation through this Request for Proposals ("RFP") would be placed at a location within the Council Chambers that does not block the names of the city's founding fathers on the wall. Also, the RFP does not include video cameras, as staff does not anticipate video-recording the meetings.

RESOLUTION NO.
2018-04-2998
ADOPTED

Resolution No. 2018-04-2998, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR THE AUDIO / VISUAL SYSTEM EQUIPMENT AND INSTALLATION FOR CITY COUNCIL

CHAMBERS," was adopted on the motion of Councilmember Garcia, seconded by Mayor Breceda, and unanimously approved.

NEW BUSINESS

ITEM NO. 2A
COMPREHENSIVE
ANNUAL FINANCIAL
REPORT FOR THE
FISCAL YEAR ENDED
JUNE 30, 2017

COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE
FISCAL YEAR ENDED JUNE 30, 2017 (Joint Item on Successor
Agency & Housing Authority)

DIRECTOR CARREON

Director Carreon presented the staff report and introduced Rich Kikuchi, a partner with the city's auditing firm, Lance, Soll, & Lunghard, who provided an overview of the Comprehensive Annual Financial Report.

PUBLIC HEARINGS

ITEM NO. 3A
APPROVAL OF
PROPOSED USE OF
CDBG ALLOCATION OF
FY 2018-2019 AND
INCORPORATING
FY 2016-2018 AND
FY 2017-2018
ALLOCATIONS

APPROVAL OF PROPOSED USE OF COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION OF
FISCAL YEAR (FY) 2018-2019 AND INCORPORATING FY 2016-
2018 AND FY 2017-2018 ALLOCATIONS

DIRECTOR CARREON

Director Carreon presented the staff report.

**OPEN
PUBLIC HEARING**

At 7:40 p.m., Mayor Breceda opened the public hearing for comments.

**CLOSE
PUBLIC HEARING**

There being no comments, Mayor Breceda closed the public hearing at 7:40 p.m.

**RESOLUTION NO.
2018-02-2996
ADOPTED**

Resolution No. 2018-02-2996, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2018-2019 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION," was adopted, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously approved.

**CITY MANAGER'S
REPORT**

CITY MANAGER
DAVIDSON

City Manager Davidson reported on staff's efforts to properly maintain the gym floor, advised that the monthly mailer will be transitioned from paper to an electronic version that can be found on the city website and social media site, noted that City Hall will be closed on Monday for Martin Luther King Jr's Day, recognized staff's hard work in realizing considerable income for the city, and reported on the Police Department's upcoming awards luncheon.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:47 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

COUNCIL AGENDA

ITEM 1B

CITY OF IRWINDALE PAYROLL WARRANT REGISTER January 2018

FEB 14 2018

Payroll Batch DATE OF ISSUE 1/4/18	430-01-18, 431-01-18 DEPARTMENT	AMOUNT
	11 City Council	1,253.10
	13 City Administrative Office	52,558.61
	14 Finance Department	32,582.47
	15 Summer Youth	-
	35 Police Department	189,960.41
	40 Recreation Department	22,115.13
	42 Senior Citizens' Center	13,897.51
	44 Library	9,498.35
	51 Community Development	24,608.39
	52 Public Works	92,543.32
	Gross Payroll	439,017.29
	Required Deductions	(105,035.25)
	Voluntary Deductions	(7,884.20)
	Net Payroll	326,097.84

Payroll Batch DATE OF ISSUE 1/18/18	413-01-18, 414-01-18, 415-01-18 DEPARTMENT	AMOUNT
	11 City Council	5,412.65
	13 City Administrative Office	35,445.45
	14 Finance Department	17,777.71
	15 Summer Youth	-
	35 Police Department	154,148.08
	40 Recreation Department	14,262.30
	42 Senior Citizens' Center	9,024.36
	44 Library	6,324.82
	51 Community Development	13,580.13
	52 Public Works	75,118.79
	Gross Payroll	331,094.29
	Required Deductions	(92,145.01)
	Voluntary Deductions	(8,001.17)
	Net Payroll	230,948.11

Payroll Batch DATE OF ISSUE 1/30/18	428-01-18, 429-01-18 DEPARTMENT	AMOUNT
	13 City Administrative Office	76,513.88
	Gross Payroll	76,513.88
	Required Deductions	(2,663.47)
	Voluntary Deductions	-
	Net Payroll	73,850.41

Accounts Payable

Checks by Date - Summary by Check Number

User: ccarlos
Printed: 2/7/2018 5:48 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
64591	ALLIAN	Alliant Insurance Services, Inc.	01/18/2018	1,292.00
64592	AMERIT	Ameritas Life Insurance Corp	01/18/2018	11,950.68
64593	AZBUS01	A-Z Bus Sales	01/18/2018	1,034.88
64594	CALIFO02	California American Water	01/18/2018	737.23
64595	PMIDEN	Delta Dental Insurance Company	01/18/2018	1,464.83
64596	DeptJust	Dept of Justice	01/18/2018	32.00
64597	FRAIJO02	John Fraijo	01/18/2018	25.39
64598	GALLAR01	Rudy Gallardo	01/18/2018	10.00
64599	SOUTHE17	Golden State Water Company	01/18/2018	2,358.36
64600	IRWIND14	Irwindale Industrial Clinic	01/18/2018	50.00
64601	NORMAN02	Norman A. Traub Associates	01/18/2018	448.00
64602	OLIVAR05	Serafin Olivares	01/18/2018	300.00
64603	SCE02	Southern California Edison	01/18/2018	13,770.77
64604	TAMKWO	William K. Tam	01/18/2018	846.00
64605	TEXAS01	Texas Life Insurance Co.	01/18/2018	1,320.90
64606	ICEA	Irwindale City Employee Assoc.	01/18/2018	528.00
64607	IMEA	Irwindale Mgmt Employee Assoc.	01/18/2018	320.00
64608	IRWIND02	Irwindale Police Officers Assoc.	01/18/2018	3,029.20
64609	AMAZON	Amazon	01/22/2018	1,476.23
64610	AMERIFID	American Fidelity Assurance	01/22/2018	4,568.42
64611	BANKOF03	Bank of The West	01/22/2018	14,156.61
64612	STANDA01	Standard Insurance Co. RV	01/22/2018	400.70
64613	STANDA03	Standard Insurance Company	01/22/2018	1,891.65
64614	VISION01	Vision Service Plan - (CA)	01/22/2018	7,408.40

Report Total (24 checks):

69,420.25

Accounts Payable

Checks by Date - Summary by Check Number

User: ccarlos
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
64616	AMERIC34	American Fidelity Assurance Co	01/25/2018	3,967.34
64617	ARANDA01	Noemi Aranda	01/25/2018	105.00
64618	ARCE02	Kirk Arce	01/25/2018	180.00
64619	AT&T02	AT & T	01/25/2018	30.22
64620	AT&T06	AT & T	01/25/2018	2,810.59
64621	CINGULAR	AT & T Mobility	01/25/2018	1,286.41
64622	Ayala01	Leonor Ayala	01/25/2018	287.50
64623	BARBOS03	Rebecca Barbosa	01/25/2018	100.00
64624	OROSCO05	Rebecca Bardales	01/25/2018	1,422.00
64625	BRITEW	Brite Works	01/25/2018	8,632.00
64626	CITYOF22	City of Glendora	01/25/2018	3,000.00
64628	DAVID01	John Davidson	01/25/2018	400.00
64629	DER01	Mary Der-Parseghian	01/25/2018	150.00
64630	DIAZ11	Olga Diaz	01/25/2018	10.00
64631	FEDEX	FedEx	01/25/2018	29.15
64632	FRAER01	Laura Fraer Snyder	01/25/2018	169.00
64633	FRONT01	Frontier Communications	01/25/2018	497.47
64634	HEGDAHLA	Armando Hegdahl	01/25/2018	126.05
64635	HOYEN	Noelle Hoyer	01/25/2018	240.00
64636	HU01	Qin Hu	01/25/2018	75.00
64637	KEMP01	Michael Kemp	01/25/2018	225.00
64638	LIEBERT	Liebert Cassidy Whitmore	01/25/2018	40.00
64639	MCI	MCI	01/25/2018	34.85
64640	MCIWOR	MCI Comm Service	01/25/2018	34.10
64641	MEZA03	Irma Meza	01/25/2018	75.00
64642	NATION23	National Union Fire Insurance	01/25/2018	561.61
64643	OCHOAV	Veronica Ochoa	01/25/2018	100.00
64644	OPTUM01	OptumRx, Inc.	01/25/2018	44,787.83
64645	PACIFI13	Pacific Office Products	01/25/2018	495.54
64646	PHASEII	PARS	01/25/2018	5,000.00
64647	PEREZ13	Elizabeth Perez	01/25/2018	10.00
64648	RIGHT01	Right of Way, Inc.	01/25/2018	1,481.82
64649	RIOS06	Jimmy Rios	01/25/2018	2,853.00
64650	SkyBluep	Sky Blueprint & Supplies, Inc	01/25/2018	353.14
64651	SMITH03	Kevin Smith	01/25/2018	300.00
64652	SCE02	Southern California Edison	01/25/2018	1,636.63
64653	STANDA01	Standard Insurance Co. RV	01/25/2018	388.10
64654	STANDA03	Standard Insurance Company	01/25/2018	1,843.40
64655	VERIZO01	Verizon California	01/25/2018	2.37
64656	XEROXC	Xerox Corporation	01/25/2018	141.83
64657	ZAVALA01	Cassandra D. Zavala	01/25/2018	30.00
64658	ZAVALA02	Crystal Zavala	01/25/2018	60.00
64659	LACOUN03	LA County Clerk	01/25/2018	75.00
64660	LACOUN03	LA County Clerk	01/25/2018	75.00
64661	AMERIFID	American Fidelity Assurance	02/01/2018	4,568.42
64662	ANIMAL03	Animal Pest Management Service, Inc.	02/01/2018	1,200.00
64663	AON01	Aon Risk Consultants, Inc.	02/01/2018	6,500.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
64664	ARCADI01	Arcadia Reclamation, Inc.	02/01/2018	31.61
64665	ATHENS	Athens Services	02/01/2018	14,361.56
64666	Ayala01	Leonor Ayala	02/01/2018	56.25
64667	CHIRINO	Gina Chirino	02/01/2018	285.00
64668	PMIDEN	Delta Dental Insurance Company	02/01/2018	1,464.83
64669	DEPATI01	Jeanette DePatie	02/01/2018	225.00
64670	GENDRO01	Marie Gendron	02/01/2018	3.00
64671	HOYEN	Noelle Hoyer	02/01/2018	420.00
64672	IRWIND21	Irwindale Hand Wash & Auto Detail	02/01/2018	317.89
64673	KOLDE01	Jean Kolde	02/01/2018	8.00
64674	MIRAND25	Blanche V. Miranda	02/01/2018	360.00
64675	OROSCOA	Amanda Orosco	02/01/2018	5.00
64676	PETTYC05	City of Irwindale Petty Cash	02/01/2018	393.73
64677	RIVERA03	Petra Rivera	02/01/2018	3.00
64678	SCFUELS	SC Fuels	02/01/2018	3,065.45
64679	SCPMA-HR	SCPMA-HR	02/01/2018	89.00
64680	SCE02	Southern California Edison	02/01/2018	648.66
64681	TYLER01	Jeff Tyler	02/01/2018	262.79
64682	VALLEY09	Valley View Mutual Water Co.	02/01/2018	72.53
64683	WAGONER	Pamela Wagoner	02/01/2018	225.00
Report Total (67 checks):				118,688.67

Accounts Payable

Checks by Date - Summary by Check Number

User: ccarlos
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
64684	ACE04	ACE, CD	02/14/2018	62,623.42
64685	ALESHIRE	Aleshire & Wynder, LLP	02/14/2018	108,838.82
64686	ARROWA	Arrow Automotive Service	02/14/2018	871.70
64687	ATHENS	Athens Services	02/14/2018	14,361.56
64688	AZBUS01	A-Z Bus Sales	02/14/2018	3,354.05
64689	AZUSAP01	Azusa Plumbing Supply	02/14/2018	417.77
64690	B&BTIR	B & B Tires Service	02/14/2018	15.00
64691	BAKER01	Baker & Taylor Books	02/14/2018	292.63
64692	BARNEY	Barney's Locksmith Service	02/14/2018	181.49
64693	BILLST	Bill's Truck Repair, Inc.	02/14/2018	1,080.86
64694	CALIBE01	Caliber Commercial Pool Servic	02/14/2018	2,100.00
64695	CALIFO55	California Traffic Control	02/14/2018	4,685.00
64696	CARQUEST	Carquest	02/14/2018	90.33
64697	CASC01	CASC Engineering & Consulting	02/14/2018	6,095.00
64698	BREA01	City of Brea - IT	02/14/2018	11,921.50
64699	CITY01	City of Hope	02/14/2018	3,000.00
64700	CIVIC02	CivicPlus	02/14/2018	6,250.45
64701	COMMUN01	Communications Center	02/14/2018	358.00
64702	COSTCO01	Costco Membership	02/14/2018	120.00
64703	AGRICU	County of Los Angeles	02/14/2018	321.73
64704	COUNTY04	County of Los Angeles	02/14/2018	13,890.25
64705	COUNTYPV	County of Los Angeles-PW	02/14/2018	56,881.60
64706	CREATI04	Creative Bus Sales, Inc.	02/14/2018	288.75
64707	CUMMINS	Cummins-Allison Corp	02/14/2018	188.42
64708	DEPART06	Department Of Animal Care	02/14/2018	1,890.14
64709	DESIGN04	Design Concepts Consulting, Inc.	02/14/2018	30,075.00
64710	ECCONS	E C Construction Co.	02/14/2018	3,780.00
64711	EG01	E. G. Brennan & Co. Corp.	02/14/2018	169.00
64712	FEDEX	FedEx	02/14/2018	79.62
64713	FM01	FM Thomas Air Conditioning	02/14/2018	1,223.07
64714	HARDY02	Hardy & Harper	02/14/2018	350,987.46
64715	HDLCOR	HdL Coren & Cone	02/14/2018	1,575.00
64716	INTELL01	Intelli-tech, Inc.	02/14/2018	5,065.43
64717	ITERIS	Iteris, Inc.	02/14/2018	870.00
64718	JOEAGO	Joe A. Gonsalves & Son	02/14/2018	4,750.00
64719	JOHNNY02	Johnny's Pool Service	02/14/2018	279.88
64720	COORYE	Samir M. Khoury	02/14/2018	10,992.00
64721	LAKESH01	Lakeshore Learning Materials	02/14/2018	76.63
64722	LEAGUE02	League Of California Cities	02/14/2018	933.00
64723	LEWISE	Lewis Engraving, Inc.	02/14/2018	448.96
64724	LIEBERT	Liebert Cassidy Whitmore	02/14/2018	6,729.00
64725	MARXBR	Marx Bros Fire Extinguisher Co	02/14/2018	400.00
64726	MERCUR	Mercury Fence Co., Inc.	02/14/2018	2,950.00
64727	MISSIO	Mission Linen Supply	02/14/2018	317.22
64728	MUNICI04	Municipal Code Corporation	02/14/2018	900.00
64729	NATION26	National Construction Rentals	02/14/2018	1,158.08
64730	OFFICE03	Office Depot	02/14/2018	3,885.68

Check No	Vendor No	Vendor Name	Check Date	Check Amount
64731	ORKINP	Orkin Pest Control	02/14/2018	365.40
64732	PRO01	Pro Line Gym Floors	02/14/2018	3,300.00
64733	PROPRINT	Pro Printing, Inc.	02/14/2018	223.38
64734	PROFOR01	ProForce Law Enforcement	02/14/2018	521.25
64735	RC02	RC Systems, Inc.	02/14/2018	1,225.00
64736	REDIRE01	Redi-Relief First Aid & Safety, Inc	02/14/2018	99.61
64737	RICOH01	Ricoh USA, Inc	02/14/2018	207.74
64738	RICOH02	Ricoh USA, Inc	02/14/2018	595.49
64739	ROINETWK	ROI Networks, LLC	02/14/2018	445.00
64740	SCYAMA	S.C. Yamamoto, Inc.	02/14/2018	305.00
64741	SANGAB07	San Gabriel Valley	02/14/2018	2,625.00
64742	SEMERAO1	Semerad Carpet & Flooring	02/14/2018	11,914.47
64743	SHELTE01	ShelterClean, Inc.	02/14/2018	1,400.00
64744	KFM	TETRA TECH BAS INC.	02/14/2018	84,761.83
64745	THALES01	Thales Consulting Inc.	02/14/2018	2,500.00
64746	TheMailb	The Mailbox	02/14/2018	29.95
64747	NORTHR	The Northridge Group, Inc.	02/14/2018	5,677.44
64748	V&V01	V & V Manufacturing, Inc.	02/14/2018	1,541.90
64749	WELLS01	Wells Fargo Vendor Fin Serv	02/14/2018	345.60
64750	WESTCO05	West Coast Arborists, Inc.	02/14/2018	39,490.00
64751	XEROXC	Xerox Corporation	02/14/2018	684.38

Report Total (68 checks):

886,021.94

Electronic Payments

January 2018

January 16 - 31, 2018



Reference Number	Vendor Name	Date	Amount
ACH	EDD	1/24/2018	17,119.97
ACH	Federal Tax	1/24/2018	51,322.70
ACH	ICMA	1/18/2018	367.09
ACH	PARS-PT	1/18/2018	678.72
ACH	PARS-FT	1/18/2018	13,901.04
ACH	Nationwide-457 Plan & Trust	1/18/2018	6,547.08
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	1/18/2018	1,087.00
ACH	CalPERS-Medical	1/26/2018	182,256.98
ACH	CalPERS	1/24/2018	52,721.55
ACH	PARS-Public Agency Retirement Services	1/18/2018	5,120.00
	Report Total:		331,122.13

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

COUNCIL AGENDA
ITEM 1C

FEB 14 2018

Date: February 14, 2018
To: Honorable Mayor and Members of the City Council
From: Theresa Olivares, Assistant City Manager
Issue: Allocating funds for New Playground Equipment for all City Parks

Assistant City Manager's Recommendation:

That the City Council:

1. Adopt Resolution No. 2018-06-3000 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES, APPROPRIATING \$716,483.00, AND APPROVING THE CONTRACT FOR THE REPLACEMENT OF THE PLAYGROUND EQUIPMENT AND SURFACING IN ALL FOUR CITY PARKS", waiving further reading. Subject to approval as to form by the City Attorney.
2. Authorize the Assistant City Manager to enter into an agreement with GameTime (Great Western Recreation) for the playground replacement project and issue a purchase order for approved funds
3. Approve a 10% contingency in the amount of \$65,135 to cover any unforeseeable conditions that may arise during construction.

Background and Analysis:

At the request of the City Council, staff received a recommendation from the Parks and Recreation Commission at the December 6, 2017 meeting, regarding the replacement of the playground equipment and surfacing at all four City parks. Staff provided the Council with Commission's recommendations on January 24th, and the Council directed staff to proceed with the park renovations, including:

1. Purchase and install new playground equipment in all four City Parks;
2. Playground Color Scheme: Patriotic
3. Playground Surfacing: All parks' surfacing will be entirely poured in place (PIP) to include 100% solid coloring
4. Playground Shading: Integrated

The attached GameTime quote is based on the US Communities Government Purchasing Alliance contract 2017001134. Per Section 3.44.080(E) of the Irwindale Municipal Code, staff is requesting Council to waive the formal bidding procedures and award a purchase order to GameTime. US Communities is a governmental multi-state cooperative purchasing organization for government contract pricing. Cooperative purchasing is a powerful, proven tool to save taxpayer money by creating access to the best value possible and reducing administrative overhead. US Communities uses a competitive, lead-state procurement model to capture the best value for common government purchases, including cloud collaboration and storage services. The City purchases equipment and services at or below the US Communities prices, thereby meeting City purchasing requirements and minimizing costs. Using this approach for purchasing also saves time and money that would normally be associated with RFP development, advertising, evaluating proposals, and contract management.

The cost to replace the playground equipment at all City parks per the Council's direction is \$651,347. Staff applied for and was successful in receiving a grant from GameTime. The initial grant deadline was December 31, 2017 however; staff requested and received a 60-day extension for these grant funds, with a new deadline of February 24, 2018. The grant amount awarded for the equipment is \$112,463.15.

In addition to the GameTime grant, GameTime also offers an additional discount to entities who purchase the equipment on a cash basis, as reflected in the pricing above. The cash pricing will require the City to pay \$141,416.61 to GameTime for the equipment prior to the delivery of the equipment. The remaining balance for the surfacing and installation will be due upon completion of the project.


PARK	EQUIPMENT COST	OTHER COST*	TOTAL
Irwindale Park	\$144,157.00	\$343,141.79	\$487,298.79
El Nido Park	\$20,313.00	\$44,373.66	\$64,686.66
Jardin de Roca Park	\$34,786.00	\$82,036.80	\$116,822.80
Little Park	\$29,182.00	\$38,191.50	\$67,373.50
Subtotal	\$228,438.00	\$507,743.75	\$736,181.75
Less Grant	(\$109,518.72)	(\$2,944.43)	\$112,463.15
Tax and Freight	\$22,497.33	\$5131.16	\$27,628.49
Estimated TOTAL	\$141,416.61	\$509,930.48	\$651,347.09

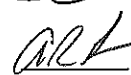
* This includes park swings, fitness equipment, site work, poured in place surfacing, and installation

Fiscal Impact:

Funding for this project will require an appropriation of funds in the amount of \$716,483 from the General Fund Reserves. This includes a 10% contingency fee of \$65,135.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Priscilla Zepeda, Recreation Manager
Phone: (626)430-2226



Theresa Olivares, Assistant City Manager

Attachment(s):

1. Resolution No. 2018-06-3000 – “A Resolution of the City Council of the City of Irwindale Waiving the Formal Bidding Procedures, Appropriating \$716,483.00, and Approving the Contract for the Replacement of the Playground Equipment and Surfacing in all Four City Parks”
2. City of Irwindale Contract Services Agreement for Replacement of the Playground Equipment and Surfacing in all Four City Parks
3. US Communities Government Purchasing Alliance GameTime Contract 2017001134 and Contract Amendment

Attachment 1:

Resolution No. 2018-06-3000

RESOLUTION NO. 2018-06-3000

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING
A GRANT AWARDED BY GAMETIME, APPROPRIATING \$716,483 FROM THE
CITY'S GENERAL FUND RESERVE BALANCE, WAIVING THE FORMAL BIDDING
PROCEDURES, , AND APPROVING A COOPERATIVE PURCHASING AGREEMENT
THROUGH THE US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE
CONTRACT FOR THE REPLACEMENT OF PLAYGROUND EQUIPMENT AND
SURFACING IN ALL FOUR CITY PARKS**

WHEREAS, the Irwindale City Council has made it its utmost priority and commitment to provide the residents of the City of Irwindale with quality spaces to play and exercise that will be embraced and utilized on a daily basis; and

WHEREAS, the existing playground equipment and surfacing are approximately 15 years old (on average) and the maintenance cost for this equipment is increasing; and

WHEREAS, at the direction of the Council, on December 7, 2017 staff presented the Park and Recreation Commission with options for the replacement of the playground equipment and the Commission recommended that the City Council purchase and install new playground equipment at all four City parks; and

WHEREAS, at the January 24, 2018 meeting, Council approved the Commission's recommendation, selecting Patriotic as the color scheme and 100% poured in place surfacing to be installed in all four parks; and

WHEREAS, Section 3.44.080 (E) of the Irwindale Municipal Code provides for the waiving of the formal bid procedure "when through cooperative purchasing with the state, the county and other public agencies, the advantages of large-scale buying may be obtained"; and

WHEREAS, GameTime has provided a quote for the playground equipment, surfacing, and installation for all City parks under the US Communities Government Purchasing Alliance Contract 2017001134; and

WHEREAS, the City of Irwindale has been notified that it is qualified to receive a \$112,463.15 grant from GameTime to be used to install the new playground equipment at all four parks located in the City of Irwindale; and

WHEREAS, the City Council desires to approve an appropriation from the City's General Fund Reserve Balance in the amount of \$716,483.00, including a 10% contingency in the amount of \$65,135

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

1. The City Council of the City of Irwindale hereby agrees to accept the grant awarded by GameTime to the City without further action of the City Council being required.
2. The City Council hereby appropriates \$716,483.00 of the unencumbered General Fund Reserve Balance to pay for the costs of the purchase and installation for the new playground equipment and, surfacing in all four City parks.
3. That the Council approves the purchase and installation of the new playground equipment and surfacing through the US Communities Government Purchasing Alliance Contract 2017001134 and waiver of the formal bid process pursuant to IMC Section 3.44.080, Subsection E; subject to approval as to form by the City Attorney.
4. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 14th day of February 2018.

Mark A. Breceda, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2018-06-3000 was adopted at a regular meeting of the City Council held on February 14, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, MMC
Chief Deputy City Clerk

Attachment 2:

City of Irwindale Contract Services Agreement

**CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
REPLACEMENT OF THE PLAYGROUND EQUIPMENT AND
SURFACING IN ALL FOUR CITY PARKS**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2018, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and Playcore Wisconsin, Inc. dba GameTime (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of SIX HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED FORTY-EIGHT Dollars (\$651,348) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories:

labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Seven Hundred Sixteen Thousand Four Hundred Eighty-Three Dollars (\$716,483) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall

ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Myles Harvey, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Theresa Olivares, Assistant City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required

herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and

volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and

expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory

claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

PLAYCORE WISCONSIN, INC. D/B/A
GAMETIME

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. **CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐

PARTNER(S) ☐ LIMITED
 ☐ GENERAL

NUMBER OF PAGES

☐
☐
☐
☐

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

See Attached Proposals



A PLAYCORE Company

Great Western Recreation
P.O. Box 97 Wellsville, UT 84339
435-245-5055
www.gwpark.com

QUOTE
#91746

01/30/2018

City of Irwindale Parks Combined- Revision

City of Irwindale
Attn: William Tam

Project #: P67907
Ship To Zip: 91706

Irwindale, CA 91704
Phone: 626-430-2212
wtam@irwindaleca.gov

Quantity	Part #	Description	Unit Price	Amount
---- El Nido Park----				
1	RDU	Game Time - El Nido Park Playground	\$13,126.00	\$13,126.00
1	6232	Game Time - Pod (1'-0")	\$309.00	\$309.00
1	6510	Game Time - Space Arch	\$1,157.00	\$1,157.00
1	7056	Game Time - 8' "S" Wall Climber	\$5,669.00	\$5,669.00
1	178749	Game Time - Owner's Kit	\$52.00	\$52.00
----Irwindale Park----				
1	RDU	Game Time - Irwindale Park 5-12 Playground	\$76,020.00	\$76,020.00
1	6231	Game Time - G2	\$3,934.00	\$3,934.00
1	5033	Game Time - 5-12 Age Appropriate Fiberglass Sign	\$1,150.00	\$1,150.00
1	178749	Game Time - Owner's Kit	\$52.00	\$52.00
1	RDU	Game Time - Irwindale Park 2-5 Playground	\$61,799.00	\$61,799.00
1	5032	Game Time - 2-5 Age Appropriate Fiberglass Sign	\$1,150.00	\$1,150.00
1	178749	Game Time - Owner's Kit	\$52.00	\$52.00
----Jardin De Roca Park----				
1	RDU	Game Time - Jardin De Roca Park Playground	\$34,734.00	\$34,734.00
1	178749	Game Time - Owner's Kit	\$52.00	\$52.00
----Little Park----				
1	RDU	Game Time - Little Park Playground	\$29,130.00	\$29,130.00
1	178749	Game Time - Owner's Kit	\$52.00	\$52.00



City of Irwindale Parks Combined- Revision

QUOTE
#91746

01/30/2018

Shipping to:
1852 Langley Ave.
Irvine, CA 92614

SubTotal:	\$228,438.00
Grant:	(\$109,518.72)
Tax:	\$11,297.33
Freight:	\$11,200.00
Total Amount:	\$141,416.61

Site Locations:

El Nido Park
4662 Nora Ave.
Irwindale, CA 91706

Jardin De Roca Park
5150 N Irwindale Ave
Irwindale, CA 91706

Irwindale Park
5050 Irwindale Ave
Irwindale, CA 91706

Little Park
2417 Alice Rodriguez Circle
Duarte, CA 91010

CWO Grant pricing is valid **if ordered by February 24, 2018; Will require a new quote if ordered after this date.*

**Freight charges are based on listed zip code and are subject to change, if shipping information changes.*

**Customer is responsible for offloading equipment from delivery truck.*

**No sitework, surfacing, or installation are included; Equipment Only.*

CSLB# 855664/DIR # 1000015526

Contract: USC

*****Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be made payable to Gametime C/O Great Western****

City of Irwindale Parks Combined- Revision

QUOTE
#91746

01/30/2018

*****Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be made payable to Gametime C/O Great Western****

Payment Options

Credit Orders - Complete a Gametime Credit Application in order to receive approved credit. Allow 7-10 business days for processing time. An order deposit may be required.

Credit Card Orders - Visa, Mastercard, or American Express. Your credit card will be charged by Gametime.

Cash on Delivery(COD) - Cashiers Check ONLY made out to Gametime C/O of Great Western

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, c/o Great Western. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services.

Pricing: f.o.b. factory, firm for 10 days from date of quotation.

Payment terms: payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. **Damaged goods and/or shortages must be reported within 30 days of receipt of shipment in order to receive full credit. Please inspect and inventory all items received and list all damaged and missing goods on the bill of lading provided by the freight driver. Credit will not be given on items reported outside the 30 day time period.**

Freight charges: Prepaid and added at time of invoicing.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

Receipt of goods: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions. Unless specifically included, this quotation also excludes drawings and permits. This quotation also excludes impact testing and independent audits unless specifically included.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. When requested we shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Site Dimensions: Confirmation of final site dimensions and use zones are the responsibility of the owner.

Use Zones: Use zones shown are minimum safety zones required and should be clear of any overhead obstructions and any other encroachments. Please refer to ASTM 1487-07 a e1 for additional information regarding using zones and placement of playground equipment.



City of Irwindale Parks Combined- Revision

QUOTE
#91746

01/30/2018

***Orders cannot be processed without color options. Please list your color choice below.

Color Palette Name _____

Enter Desired Custom Colors:

Uprights (Metal): _____ Decks: _____

Accents/Arches (Metal): _____ Plastics: _____

Roofs: _____ Rock Plastics: _____

Handgrips: _____ Tubes (Plastic): _____

HDPE: _____ 2 Color HDPE: _____

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O GREAT WESTERN.

Order Information:

Bill To: _____ Ship To: _____

Company: _____ Contact: _____

Billing Contact: _____ Address: _____

Address: _____ City, State, Zip: _____

City, State, Zip: _____ Tel: _____

Tel: _____ Email: _____

Email: _____

Customer's Signature: _____



A PLAYCORE Company

Great Western Recreation
P.O. Box 97 Wellsville, UT 84339
435-245-5055
www.gwpark.com

QUOTE
#91714

01/29/2018

City of Irwindale Parks Swings, Fitness, Sitework, PIP and Install

City of Irwindale
Attn: William Tam
5050 Irwindale Ave
Irwindale, CA 91706
Phone: 626-430-2212
wtam@irwindaleca.gov

Project #: P68017
Ship To Zip: 91706

Quantity	Part #	Description	Unit Price	Amount
		---El Nido Park---		
979	PIP	GT-Impax - Delivered and Installed - **List price \$24,522.76, discounted per USC Contract** 979 Total Sq Ft (2 pads = 544 sf AND 435 sf) 3.5" depth Includes (3) 100% Standard EPDM Colors - TBD Includes alternating wavy bands Aromatic Binder, Prevailing Wages Based on good job access and no design Sub base / Site prep BY OTHERS	\$20.54	\$20,108.66
1	SS	GT-Impax - Site Security	\$650.00	\$650.00
1	INSTALL	Game Time - Sitework - Demo and Remove existing equipment	\$2,360.00	\$2,360.00
1	INSTALL	Game Time - Sitework - Demo and remove existing sand down 7.5" (979 SF total) Include about 6 randomly placed rubber tiles but transfer point of smaller structure	\$4,125.00	\$4,125.00
1	INSTALL	Game Time - Sitework - Provide and install 979 SF of class II subbase	\$5,390.00	\$5,390.00
1	INSTALL	Game Time - Sitework - Excavate and Remove as necessary to 12" depth	\$4,510.00	\$4,510.00
1	INSTALL	Game Time - El Nido Park Play Equipment	\$7,230.00	\$7,230.00
		---Jardin De Roca Park---		
1	RDU	Game Time - Jardin De Roca Swingset	\$1,616.00	\$1,616.00
2095	PIP	GT-Impax - Delivered and Installed - **List price \$50,177.81, discounted per USC Contract** 2,095 sf, 3.5" depth Includes (3) 100% Standard EPDM colors - TBD Includes alternating wavy bands Aromatic Binder, Prevailing Wages Based on good job access and no design Sub base / Site prep BY OTHERS	\$19.64	\$41,145.80
1	SS	GT-Impax - Site Security	\$975.00	\$975.00



COMMUNITIES

City of Irwindale Parks Swings, Fitness, Sitework, PIP and Install

**QUOTE
#91714**

01/29/2018

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Game Time - Sitework - <i>Demo and Remove Existing Structure</i>	\$2,890.00	\$2,890.00
1	INSTALL	Game Time - Sitework - <i>Demo and Remove existing PIP and concrete subbase</i>	\$2,840.00	\$2,840.00
1	INSTALL	Game Time - Sitework - <i>Excavate and remove 2095 SF as necessary to 7.5" depth</i>	\$7,150.00	\$7,150.00
1	INSTALL	Game Time - Sitework - <i>Provide and install 2095 SF class II subbase</i>	\$12,135.00	\$12,135.00
1	INSTALL	Game Time - Jardin De Roca Park Playground and Swingset ---Little Park---	\$13,285.00	\$13,285.00
839	PIP	GT-Impax - Delivered and Installed - **List Price \$21,179.64, discounted per USC Contract** 839 sf, 3" depth <i>Includes (3) 100% Standard EPDM colors - TBD</i> <i>Includes alternating wavy bands of 50/50 Standard EPDM and Black Color</i> <i>Mixes; Aromatic Binder, Prevailing Wages</i> <i>Based on good job access; Sub base / Site prep BY OTHERS</i>	\$20.70	\$17,367.30
1	SS	GT-Impax - Site Security	\$650.00	\$650.00
1	RDU	Game Time - Surface Mounting Kit	\$2,474.20	\$2,474.20
1	INSTALL	Game Time - Sitework - <i>Demo and remove existing structure</i> <i>-Cutting existing uprights at concrete subbase</i>	\$1,880.00	\$1,880.00
1	INSTALL	Game Time - Sitework - <i>Demo and remove 839 SF PIP</i>	\$5,435.00	\$5,435.00
1	INSTALL	Game Time - Little Park Playground - <i>Surface mounted install</i> --- Irwindale Park---	\$10,385.00	\$10,385.00
1	RDU	Game Time - 5-12 Area Swingset	\$2,952.00	\$2,952.00
1	RDU	Game Time - 2-5 Area Swingset	\$3,857.00	\$3,857.00
1	RDU	Game Time - Irwindale Park Fitness Equipment	\$23,083.00	\$23,083.00
9573	PIP	GT-Impax - Delivered and Installed - **List price \$189,475.35, discounted per USC Contract** 9,573 SF, 3.5" depth <i>Includes (3) 100% Standard EPDM Colors - TBD</i> <i>Includes alternating wavy bands</i> <i>Aromatic Binder, Prevailing Wages</i> <i>Based on good job access</i> <i>Sub base / Site prep / Borders BY OTHERS</i>	\$16.23	\$155,369.79
1	SS	GT-Impax - Site Security	\$1,950	



City of Irwindale Parks Swings, Fitness, Sitework, PIP and Install

QUOTE
#91714

01/29/2018

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Game Time - Sitework - <i>Demo and Haul away existing equipment</i>	\$4,160.00	\$4,160.00
1	INSTALL	Game Time - Sitework - <i>Demo and haul away existing sand/PIP</i>	\$7,775.00	\$7,775.00
1	INSTALL	Game Time - Sitework - <i>Demo and haul away existing concrete subbase</i>	\$5,285.00	\$5,285.00
1	INSTALL	Game Time - Sitework - <i>Excavate as necessary to 7.5" depth</i>	\$24,330.00	\$24,330.00
1	INSTALL	Game Time - Sitework - <i>Provide and install 9573 SF of class II subbase at 4" depth</i>	\$52,155.00	\$52,155.00
1	INSTALL	Game Time - Irwindale Park Playgrounds and Swings	\$55,180.00	\$55,180.00
1	INSTALL	Game Time - Irwindale Park Fitness Equipment	\$7,045.00	\$7,045.00

*Shipping to Multiple Locations in Irwindale and Duarte, CA
Site Locations:

El Nido Park
4662 Nora Ave.
Irwindale, CA 91706

Jardin De Roca Park
5150 N Irwindale Ave
Irwindale, CA 91706

Irwindale Park
5050 Irwindale Ave
Irwindale, CA 91706

Little Park
2417 Alice Rodriguez Circle
Duarte, CA 91010

SubTotal: \$507,743.75
Discount: (\$2,944.43)
Tax: \$2,948.59
Freight: \$2,182.57
Total Amount: \$509,930.48

*Freight charges are based on listed zip code and are subject to change,
if shipping information changes.
Customer is responsible for offloading equipment from delivery truck.

Installation is provided at Prevailing Wages; all sites have good access

CSLB# 855664/DIR # 1000015526

Contract: USC

***Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. (made payable to Gametime C/O Great Western**



City of Irwindale Parks Swings, Fitness, Sitework, PIP and Install

QUOTE
#91714

01/29/2018

*****Note: If you are issuing a P.O. or CONTRACT please make it payable to GameTime C/O Great Western. Checks should also be made payable to Gametime C/O Great Western****

Payment Options

Credit Orders - Complete a Gametime Credit Application in order to receive approved credit. Allow 7-10 business days for processing time. An order deposit may be required.

Credit Card Orders - Visa, Mastercard, or American Express. Your credit card will be charged by Gametime.

Cash on Delivery(COD) - Cashiers Check ONLY made out to Gametime C/O of Great Western

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Pricing: f.o.b. factory, firm for 10 days from date of quotation.

Payment terms: payment in full, net 30 days subject to approval by GameTime Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. **Damaged goods and/or shortages must be reported within 30 days of receipt of shipment in order to receive full credit. Please inspect and inventory all items received and list all damaged and missing goods on the bill of lading provided by the freight driver. Credit will not be given on items reported outside the 30 day time period.**

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Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. When requested we shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

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Use Zones: Use zones shown are minimum safety zones required and should be clear of any overhead obstructions and any other encroachments. Please refer to ASTM 1487-07 a e1 for additional information regarding using zones and placement of playground equipment.



City of Irwindale Parks Swings, Fitness, Sitework, PIP and Install

QUOTE
#91714

01/29/2018

***Orders cannot be processed without color options. Please list your color choice below.

Color Palette Name _____

Enter Desired Custom Colors:

Uprights (Metal): _____

Decks: _____

Accents/Arches (Metal): _____

Plastics: _____

Roofs: _____

Rock Plastics: _____

Handgrips: _____

Tubes (Plastic): _____

HDPE: _____

2 Color HDPE: _____

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O GREAT WESTERN.

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Contact: _____

Billing Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

Email: _____

Email: _____

Customer's Signature: _____

EXHIBIT "B"

SPECIAL REQUIREMENTS
NONE

EXHIBIT “C”

SCHEDULE OF COMPENSATION

See Exhibit “A”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 457102-CAS-GAUWX-17-18	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Westchester Surplus Lines Insurance Co INSURER B : Travelers Property Casualty Company Of America INSURER C : National Union Fire Insurance Co. of Pittsburgh, PA INSURER D : Travelers Indemnity Co INSURER E : Liberty Surplus Insurance Corp INSURER F :	FAX (A/C, No): NAIC # 10172 25674 19445 25658 10725
--	---	--

COVERAGES **CERTIFICATE NUMBER:** ATL-004797217-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G2821800A 001	02/01/2017	08/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TJ-CAP-9D897065TIL-17	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE 027711064	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TC2NUB-9D90031-4-17 TROUB-9D90032-6-17 UB-7J602089-17-14-G (See Additional Page.)	08/01/2017 08/01/2017 08/01/2017	08/01/2018 08/01/2018 08/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			1000054456-07	08/01/2017	08/01/2018	Each Occurrence 25,000,000 Aggregate 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Jobs

City of Irwindale, its officers, officials, agents, and employees are listed as additional insured as their interests may appear, during and until completion of each project performed by the Insured, on a primary and non-contributory basis, on the General Liability via CG 2010 and Automobile Liability Via CA T4 37 policies, when required by written contract. A Waiver of Subrogation applies in favor of the additional insureds on the Workers Compensation policy, when required by written contract.

CERTIFICATE HOLDER

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED GameTime 150 Playcore Drive SE Fort Payne, AL 35967	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

TROUB-9D90032-6-17 (AZ, FL, OR, WI)

TC2NUB-9D90031-4-17 (AL CA CO GA IA IL IN KS KY MD MI MO MT NC NE NV NY OK PA SC TN TX UT)

UB-7J602089-17-14-G (AK AZ CA CO FL ID IL IN KS MD MN MT NC NH NV NY OK OR PA TN TX WV)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

POLICY NUMBER: G2821800A 001

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ACCOUNT NAME: RECESS HOLDINGS, INC.
EFFECTIVE DATE: 08/01/2017 TO 08/01/2018



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)**

POLICY NUMBER: TC2N-UB-9D900314-17

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 08-09-17

ST ASSIGN:

Attachment 3:

US Communities Government Purchasing Alliance GameTime Contract

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Contract.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
 - 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
 - 20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
23. **NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY.**

- 42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

- 43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

- 44.1 Was already known to Company prior to being disclosed by the City;
- 44.2 Was or becomes publicly known through no wrongful act of Company;
- 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 44.4 Was used or disclosed by Company with the prior written authorization of the City;
- 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. MISCELLANEOUS

- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- | | |
|-------------|---|
| Section 3 | "Term" |
| Section 4.3 | "Employment Taxes and Employee Benefits" |
| Section 13 | "General Warranties" |
| Section 14 | "Additional Representations and Warranties" |
| Section 22 | "Guarantee" |
| Section 28 | "Other Remedies" |
| Section 29 | "Termination" |
| Section 33 | "Insurance" |
| Section 34 | "Indemnification" |
| Section 39 | "Notices" |
| Section 42 | "Confidentiality" |
| Section 45 | "Miscellaneous" |
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Landy Harrington

PRINT NAME: Landy Harrington

TITLE: CMO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: Christee Gibson

PRINT NAME: Christee Gibson

TITLE: Risk Mgr

DATE: 5/11/17

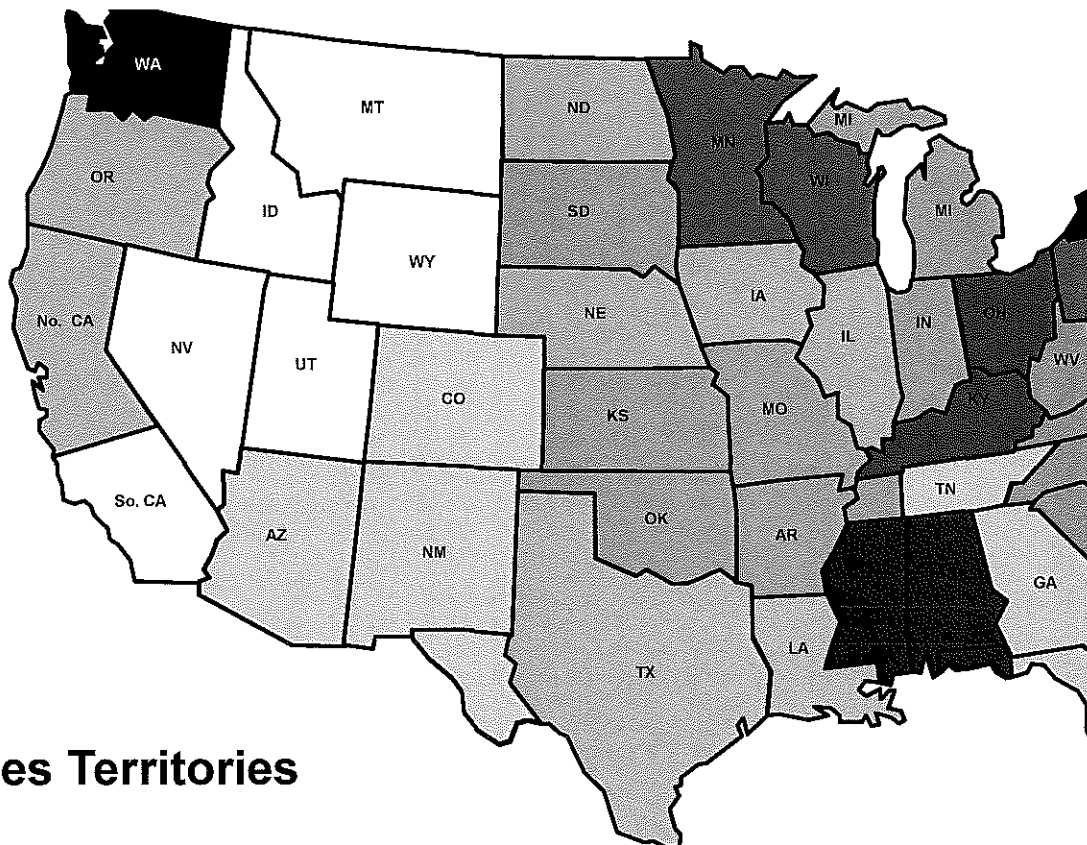
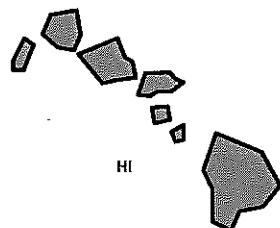
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



GameTime Sales Territories

PA
Bitting Recreation, Inc.
PO Box 8445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

**FL
GA
TN**
**Dominica Recreation
Products, Inc.**
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpic.com

**MI
IN**
Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

**KY
OH**
David Williams & Associates, Inc.
PO Box 218
1010 Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

**AR KS MO
NC OK SC
VA WV**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**CA ID
MT NV
UT WY**
**Great Western
Recreation**
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

**AK
WA**
**SiteLines Park &
Playground Products**
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

**IA NE
ND SD**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**MA ME NJ
NY CT RI
VT NH**
Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

**LA
TX**
Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

HI
IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

IL
Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

**No. CA
OR**
MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

**AZ CO
NM TX**
Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplerec.com

**DE
MD
DC**

**MN
WI**

**AL
FL
MS**

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd, Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

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Bitting - Playground Pros (Hartzell, Lowell)

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 Bus Fax: (901) 475-0015
 E-mail: Chris@clsoutdoorservices.com

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Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
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Great West Park and Play - Cicero Engineering, Inc.

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Great West Park and Play - K.C. Equipment

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31133 Via Colinas, Suite 107
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Great West Park and Play - Quality Time Recreation

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Great West Park and Play - Rasco Construction, Inc.

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 Gasport, NY 14067
 Home: 2018
 Mobile: (716) 913-5957
 E-mail: bjvbwod@yahoo.com

Marturano - Whirl Construction

187 Main Street,
 P.O. Box 110
 Port Monmouth, NJ 07758
 Bus: (732) 495-3715
 Home: 2017
 Mobile: (732) 496-5706
 Bus Fax: (732) 495-6133
 E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
 Petaluma, CA 94954

P.O. Box 5207
 Petaluma, CA 94955
 Bus: (707) 763-6210
 Home: 2017
 Mobile: (707) 696-7734
 Bus Fax: (707) 658-2513
 E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
 Zimmerman, MN 55398
 Bus: (763) 856-5293
 Home: 2018
 Mobile: (763) 244-0188
 Bus Fax: (763) 856-0536
 E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
 Lakeville, MN 55044
 Bus: (952) 469-3439
 Bus Fax: (952) 469-3430
 E-mail: scssafetup@frontiernet.net

Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
 Noblesville, In. 46062
 Bus: (317) 694-4373
 Home: 2016
 Mobile: (317) 694-4373
 Bus Fax: (317) 770-7482
 E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127
 Brighton, MI 48116

1019 Victory Drive
 Howell, Mi. 48843
 Bus: (517) 545-7122
 Home: 2016
 Mobile: (313) 806-8406
 Bus Fax: (517) 545-7144
 E-mail: craig@buildingfun.com

Sinclair Recreation - Play Builders LLC

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
Crystal Lake, IL 60014
Bus: (815) 479-7220
Home: 2017
Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
Home: 2018
Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
Bus: (360) 556-3552
Home: 2018
Mobile: (360) 556-3544
E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton, ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

Total Recreation - Barcon Construction

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpasini_barcon@yahoo.com

Total Recreation - Cross Country

3804 Simmons Creek Lane
 Flower Mound, Tx. 75022-5495
 Bus: (972) 355-8580
 Home: 2018
 Mobile: (972) 768-1713
 Bus Fax: (972) 355-2902
 E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
 Conroe, TX 77304
 Bus: (936) 522-8522
 Home: 2018
 Mobile: (936) 522-8522
 E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
 Chatham, La. 71226
 Bus: (318) 249-2016
 Home: 2018
 Mobile: (832) 202-9838
 E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
 Forney, Tx. 75126
 Bus: (214) 704-2115
 Home: 2017
 Mobile: (214) 704-2115
 Bus Fax: (972) 564-5755
 E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
 Denham Springs, La. 70726
 Bus: (225) 667-3062
 Home: 2017
 Mobile: (225) 937-0791
 Bus Fax: (225) 667-3035
 E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
 Austin, Tx. 78736
 Bus: (512) 300-3636
 Home: 2017
 Mobile: (512) 300-3636
 Bus Fax: (512) 692-2947
 E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
 Conroe, Tx. 77304
 Bus: (936) 443-7235
 Home: 2018
 Mobile: (936) 443-7235
 Bus Fax: (936) 441-3341
 E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
 Amarillo, TX 79159
 Bus: (806) 358-4222
 Home: 2016
 Mobile: (806) 674-2810
 Bus Fax: (806) 358-4222
 E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
 Flower Mound, TX 75022-5495
 Bus: (972) 355-8580
 Home: 2018
 Mobile: (972) 768-1719
 Bus Fax: (972) 355-2902
 E-mail: simmons.buildersgc@gmail.com
 E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
 Porter, TX 77365
 Bus: (281) 354-1934
 Home: 2018
 Mobile: (281) 435-8004
 Bus Fax: (501) 204-4034
 E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
 Deming, NM. 88030
 Bus: (575) 494-5788
 Home: 2018
 Mobile: (575) 494-5788
 E-mail: kris@lecklandscape.com

t**Triple M Recreation - Hansen & Prezzano Builders LLC**

PO Box 359
 Peralta, NM 87042
 Bus: (505) 865-3900
 Home: 2018
 Mobile: (505) 228-1130
 Bus Fax: (505) 865-3922
 E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
 San Tan Valley, AZ 85143
 Bus: (520) 429-5245
 Home: 2018
 Mobile: (520) 429-5245
 Bus Fax: (520) 529-1301
 E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
 Paskes, CO 80134
 Bus: (303) 805-8992
 Home: 2014
 Mobile: (303) 324-7900
 Bus Fax: (303) 805-8991
 E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
 Erie, Co. 80516
 Bus: (720) 323-8845
 Home: 2017
 Mobile: (720) 323-8845
 Bus Fax: (303) 833-4460
 E-mail: blake@irwin-companies.com

W**WI Playground - Captured Live**

12 Narhanial Chrichlow Drive
 Valsayn
 Trinida
 Bus: (868) 689-9896
 Home: 2018
 Mobile: (868) 689-9896
 E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
 Minerva, Oh. 44657
 Bus: (330) 495-8590
 Home: 2017
 Mobile: (330) 495-8590
 Bus Fax: (330) 821-4505
 E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
 Cincinnati, Ohio 45239
 Bus: (513) 923-2333
 Home: 2017
 Mobile: (513) 236-6906
 Bus Fax: (513) 923-2444
 E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
 Miamitown, OH 45041
 Bus: (513) 353-4760
 Home: 2017
 Mobile: (513) 659-9702
 Bus Fax: (513) 738-0684
 E-mail: toddschunk@yahoo.com

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC

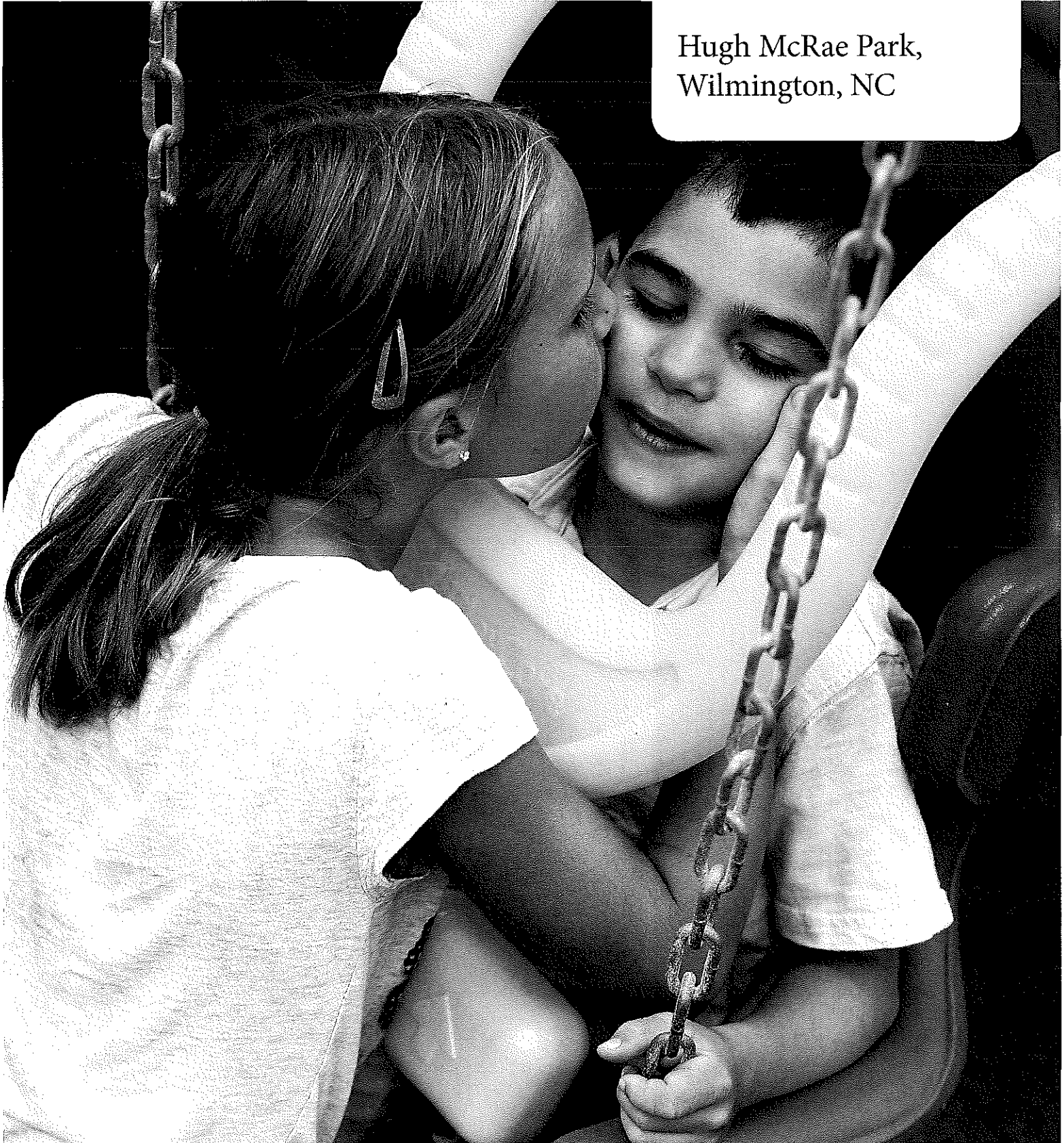


EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

REQUEST FOR PROPOSAL 269-2017-028
SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

**NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY
REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

**THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED
WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT
EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL
NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE
STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.**

**Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations
of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This
warranty gives you specific legal rights and you may also have other rights that vary from state to state.**

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:



A PLAYCORE Company

10 YEAR LIMITED WARRANTY

Playcore Inc. (the "Seller") warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture's specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below.
This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller's option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more than six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to 2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.



Recycled Poured Rubber Surfacing

POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. **WARNING:** Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. **NOTE:** The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf

Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:

Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:

Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 3/4 inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 3/4 inches
- GT Impax Turf™ Elite 1 3/4 inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm3
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.

Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Stone elevation shall maintain ¼" per foot toward low end.
<u>Porosity:</u>	Base course shall maintain porosity for direct drainage.
<u>Enclosure:</u>	Stone base course must be surrounded by a retaining curb.
<u>Drainage:</u>	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
<u>Tolerances:</u>	¼" in any 10-foot direction and 1/8" in any 3-foot direction.
<u>Stone Selection:</u>	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u> 1"	<u>Percent Passing</u> 100
	¾"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Concrete or asphalt shall maintain ¼" per foot.
<u>Tolerance:</u>	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be 3/4" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf™ infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

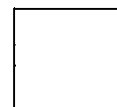
GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com





LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage

- a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.

2. Controller Warranty Coverage

- a. Seller warrants that wireless controller models: WHC-1 and WTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



A PLAYCORE Company

NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands' installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

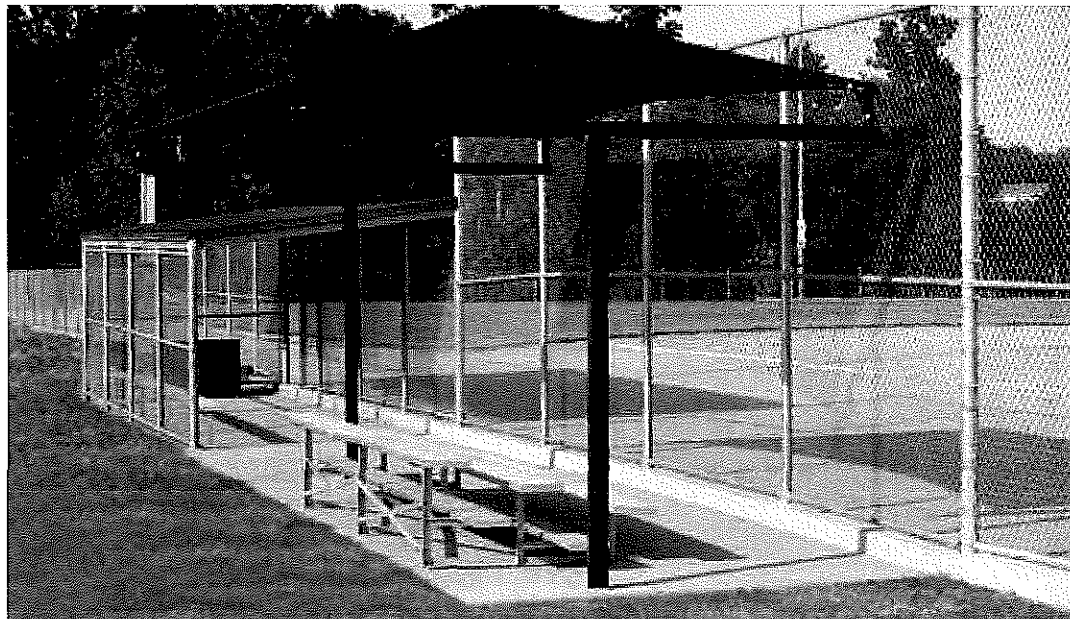
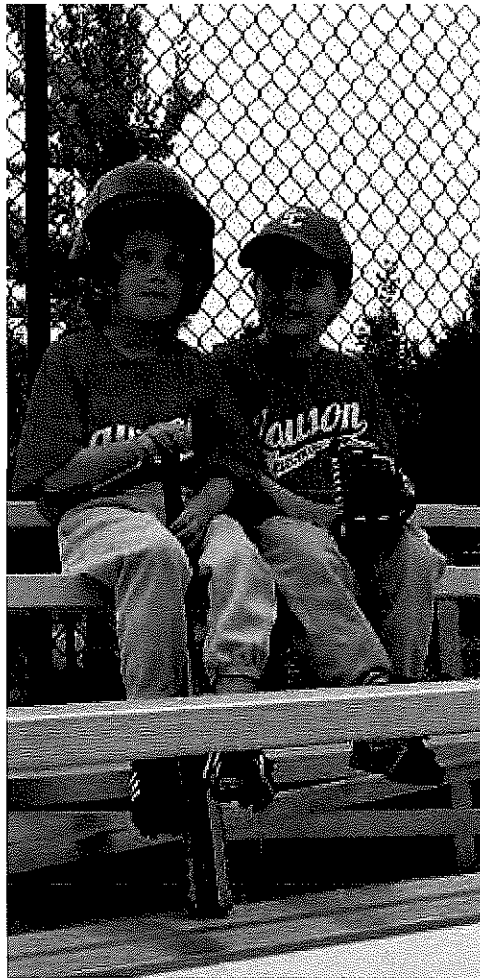
This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.



5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or UV rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: bleachers.net



NRS

National Recreation Systems

A **PLAYCORE** company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**

Fax **(260)-482-7449**

E-mail: sales@bleachers.net

Online: www.bleachers.net

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum.

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.



UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warrants its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc. at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
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ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
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ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.
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ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
- 2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This First Amendment incorporates unit price adjustments as specified in Exhibit A (attached) and becomes effective on January 1, 2018.
- 4. This First Amendment incorporates freight rate adjustments as specified in Exhibit D (attached) and becomes effective on January 1, 2018.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: 

(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: December 20, 2017

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: 

(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 1-2-18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 

(signature)

PRINT NAME: Chrislee Gibson

TITLE: Insurance Manager

DATE: 12/21/17

☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

FEB 14 2018

Date: February 14, 2018
To: Honorable Mayor and Members of the City Council
From: Theresa Olivares, Assistant City Manager
Issue: Award of Contract for Signing and Striping Improvements on Arrow Highway, from Fourth Street to Maine Avenue; P-950

Assistant City Manager's Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with PCI in the amount of \$74,516.50 for the Signing and Striping Improvements on Arrow Highway Project; and (2) approve a 20% project contingency in the amount of \$14,903.30 to cover any unforeseeable conditions that may arise during construction.

Background and Analysis:

The Signing and Striping Improvements on Arrow Highway Project are identified in our Capital Improvement Program to increase roadway capacity and improve traffic signal operations at the intersection of Arrow Highway and Azusa Canyon Road.

The project scope of work includes removal and installation of traffic striping, installation of new traffic signs, replacement of existing signs, and installation of traffic loop detectors.

On December 13, 2017, the City Council found the project to be categorically exempt from the provisions of the California Environmental Quality Act as it falls under "minor public facilities and new construction of small structures", pursuant to Sections 15301 (c) and 15303 of CCR, Title 14 "Guidelines for California Environmental Quality Act"; approved the project Plans and Specifications (PS&E); and authorized staff to solicit public bids.

This project was advertised in the San Gabriel Valley Tribune on January 9 and 16, 2018. The Bid Package was available for purchase at the Public Works Department.

On January 30, 2018, the City received three (3) bids with the following results:

	Contractor	Base Bid	Remarks
1	PCI	\$ 74,516.50	
2	Cal Stripe Inc.	\$ 76,220.75	
3	Sterndahl Enterprises Inc.	\$ 102,790.50	Disqualified

Staff reviewed the bid proposals and found PCI to be the lowest responsible bidder. As such, Staff recommends the contract be awarded to PCI.

During Staff review, it was also found that Sterndahl Enterprises Inc. did not purchase the plans and specifications from the City of Irwindale and as such was not listed on the City's Record of Bid Documents, the plan holder's list. As a result, this company did not comply with the requirement identified in the Notice Inviting Bids that specifies: "No bid will be received unless it is made on a bid form furnished by the City Engineer and the bidder is logged in the City's plan holders list." Therefore, Sterndahl Enterprises' bid proposal, which was the highest bid, was disqualified.

Fiscal Impact:

Funding for this project is budgeted in the FY 2017/18 CIP Budget under the "Arrow Hwy/Live Oak Capacity Enhancement" (13-52-800-45300-8330) project. A combination of Special Mining funds and a 19% fair-share contribution from United Rock Products will be used to complete the construction of this project.

Review:


Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By: Daniel Co, Assistant Engineer

Contact Person: William K. Tam, Development Services Director/City Engineer

Phone: (626) 430-2212


Theresa Olivares, Assistant City Manager

Attachment(s): Contract Service Agreement for the Signing and Striping Improvements on Arrow Highway, from Fourth Street to Maine Avenue

AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, (hereinafter "Agency"), and PCI, 975 W. 1st Street, Azusa, CA 91702 (hereinafter "**Contractor**").

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE I

That the Contract consists of this Agreement, the Notice to Bidders, the Accepted Proposal, Incorporation Statement, List of Subcontractors, Licensed Contractor's Declaration, Bid Form, Bid Security Form, Bid Bond, Bid Sheet/Non-Collusion Affidavit, Labor and Material Bond, Performance Bonds, Warranty Bond, the Specifications, and Special Provisions, the Construction Drawings, the Standard Drawings and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. All of the provisions of all said Contract Documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein. In the event of any inconsistency between the terms of the Contract Documents and the terms of this Contract, the terms of the Contract Documents shall govern.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the Agency as set forth in said Contract Documents, the Contractor agrees with the Agency to do the work and furnish the materials in accordance with said Contract Documents, which work is generally referred to as

SIGNING AND STRIPING IMPROVEMENTS ON ARROW HIGHWAY, FROM FOURTH STREET TO MAINE AVENUE; P-950

and to furnish at its cost and expense all tools, equipment, services, labor and materials necessary therefore, and to pay all applicable taxes, and to do everything required herein and by said Contract Documents.

ARTICLE III

For, and only in the event of, the furnishing of all said services and materials, the obtaining of all permits and licenses of a temporary nature, the furnishing and removing of all debris and temporary work structures and temporary work installations, tools, and equipment, and the doing of all the work contemplated and embraced in said Contract Documents, also in full payment for all loss and damage arising out of the nature or performance of the aforesaid work during its progress or prior to its acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for and from all other risks of any description connected with said work, also in full payment for all expenses incurred by or in consequence of the suspension or discontinuance of said work, except such as in said Contract Documents are expressly stipulated to be borne by the Agency and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Contract Documents and in accordance with the requirements of the Engineer of said Agency under them; the Agency will pay and the Contractor shall receive in full compensation therefor the prices set forth in the Accepted Proposal.

ARTICLE IV

The Agency hereby promises and agrees with said Contractor to employ, and does hereby employ said Contractor, to provide the material and to do the work according to the terms and conditions contained and referred to in said Contract Documents for the bid prices filled in on the Bid Sheet, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in said Contract Documents, and that the obligations and benefits set forth in said Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a notice to proceed has been given in writing to the Contractor by the Agency which notice shall be given by the Engineer of said Agency within five (5) days from the date of signing this Contract by the Agency and the Contractor shall complete work within the time limit stated in the Notice to Bidders.

IN WITNESS WHEREOF, Agency and Contractor have caused this Contract to be executed this 14th day of February, 2018, by their respective officers or agents herein duly authorized.

CITY OF IRWINDALE

By: _____
City Manager

ATTEST:

By: _____
Laura M. Nieto, MMC, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLC

By: _____
Fred Galante, City Attorney

PCI
975 W. 1st Street
Azusa, CA 91702

By: _____
William G. Jacob, President



January 24, 2018

NOTICE TO BIDDERS

SIGNING AND STRIPING IMPROVEMENTS ON ARROW HIGHWAY,
FROM FOURTH STREET TO MAINE AVENUE; P-950

ADDENDUM NO. 1

Prospective Bidders:

The specifications for the Signing and Striping Improvements on Arrow Highway, from Fourth Street to Maine Avenue; P-950 are hereby modified as follows:

The Notice Inviting Bids on Page P-1 of the Specifications, is modified to read as follows:

"Per section 3300 of the Public Contract Code, the successful contractor must possess a valid Class "A" or "C-32" State Contractor's License at the time of award of contract for the type of work proposed. All subcontractors must also be licensed in their respective specialty classification. The successful contractor and his or her subcontractors will be required to possess business licenses from the City. "

All Other Items Remain the Same.

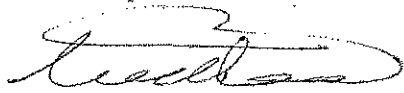
This addendum shall become an integral part of the said documents and should be acknowledged in the space provided below and shall be included as part of the Bid Proposal Package to be submitted to the City. The balance of the said Plans and Specifications shall remain unchanged.

William K. Tam, P.E.
Public Works Director/ City Engineer

BIDDER'S CERTIFICATE

I acknowledge receipt of this Addendum and accept the aforementioned condition.

1-24-2018
Date


Bidder's Name
William G. Jacob, President

END OF ADDENDUM NO.1

**City of Irwindale
California**

**PROPOSAL
FOR**

**SIGNING AND STRIPING IMPROVEMENTS ON ARROW HIGHWAY,
FROM FOURTH STREET TO MAINE STREET, IN THE CITY OF IRWINDALE; P-950**

The undersigned, as bidder, declares that he or she has carefully examined the location of the proposed work, the proposed form of agreement, and the plans and specifications herein referred to. He or she proposes and agrees that, if this proposal is accepted, he or she will contract with the City of Irwindale to provide all equipment, materials and labor to the satisfaction, and under the supervision of, the City Engineer at the following prices.

It is understood that the time within which the above-mentioned work must be completed by the undersigned is fixed at 25 working days starting from the day after the issuance of the Notice to Proceed.

BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the Plans, the General Conditions and Specifications and agrees to complete the work so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

CITY CLERK

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

STRIPING AND SIGNING IMPROVEMENTS ON ARROW HIGHWAY, FROM AZUSA CANYON ROAD TO MAINE AVENUE, IN THE CITY OF IRWINDALE; P-950

BID SCHEDULE:

IRWINDALE AVENUE:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	\$1,500.00	\$1,500.00
2	TRAFFIC CONTROL	1	LS	\$4,500.00	\$4,500.00
3	STORMWATER POLLUTION PREVENTION/EROSION CONTROL	1	LS	\$1,200.00	\$1,200.00
4	REMOVE EXISTING STRIPING	5070	L.F.	.85¢	\$4,309.50
5	INSTALL 4" SOLID WHITE LEAD LINE W/ TWO TYPE G PAVEMENT MARKERS, A20A	1600	L.F.	\$1.04	\$1,664.00
6	INSTALL 4" WHITE LANE LINE W/ PAVEMENT MARKERS, A20A DETAIL 12	18020	L.F.	.27¢	\$4,865.40
7	INSTALL 8" WHITE LANE DROP LINE W/PAVEMENT MARKERS, A20C, DETAIL 37B	775	L.F.	\$1.33	\$1,030.75

8	INSTALL 8" SOLID WHITE CHANNELIZING LINE W/ PAVEMENT MARKERS, A20D DETAIL 38	340	L.F.	\$1.24	\$421.60
9	INSTALL 8" SOLID WHITE CHANNELIZING LINE W/ PAVEMENT MARKERS, A20D DETAIL 38B	290	L.F.	\$1.20	\$348.00
10	INSTALL 12" SOLID WHITE LINE, A24E	290	L.F.	\$2.50	\$725.00
11	INSTALL 24" SOLID WHITE LINE, A24E	70	L.F.	\$5.00	\$350.00
12	INSTALL PAVEMENT MARKINGS - ARROWS AND LEGENDS A24A,A24B,A24E	371	S.F.	\$4.55	\$1,688.05
13	INSTALL RAISED PAVEMENT MARKERS MISSING ON EXISTING STRIPING, A20, A20B	130	EA	\$4.00	\$520.00
14	REPAINT EXISTING STRIPING	13570	L.F.	.20¢	\$2,714.00
15	REPAINT EXISTING PAVEMENT MARKINGS	1949	S.F.	\$1.80	\$3,508.20
16	PAINT RED CURB	3625	L.F.	.80¢	\$2,900.00
17	INSTALL NEW SIGN AND POST	52	EA	\$310.00	\$16,120.00
18	INSTALL NEW SIGN ON POST OR SIGNAL POLE	116	EA	\$165.00	\$19,140.00

19	REMOVE AND SALVAGE SIGN	89	EA	\$20.00	\$1,780.00
20	REMOVE AND SALVAGE SIGN AND POST	8	EA	\$80.00	\$640.00
21	INSTALL LOOP DETECTOR	8	EA	\$574.00	\$4,592.00

Total of all Items of the Bid Schedule: \$74,516.50

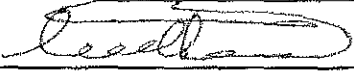
Seventy Four Thousand Five Hundred Sixteen Dollars
(WRITTEN IN WORDS)
and Fifty Cents

The undersigned bidder further certifies that he has visited the premises involved and has ascertained the extent of the work required for SIGNING AND STRIPING IMPROVEMENTS ON ARROW HIGHWAY, FROM FOURTH STREET TO MAINE STREET, IN THE CITY OF IRWINDALE.

Accompanying this bid is \$_____ ("cash," "cashier's check," or "bidder's bond"-- underline one), in an amount equal to at least ten percent (10%) of the total bid.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the CITY. This bid and the acceptance hereof may then, at the City option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

NAME OF CONTRACTING FIRM PCI
ADDRESS 975 W. 1st Street
Azusa, CA 91702
TELEPHONE (562) 218-0504 FAX (562) 218-0634
STATE LICENSE NO. 823802 EXPIRATION DATE 9-30-2019
FEDERAL TAX IDENTIFICATION NUMBER 71-0912317
SIGNATURE OF BIDDER(S)  (Authorized Signature)
PRINT NAME OF BIDDER(S) William G. Jacob, President
DATE 1-26-2018

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE.

William Kwok Tam, P.E.
Development Services Director/City Engineer

REFERENCES:

1. Please see attached:
Contract Amount Type of Work Date Completed

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.
2. _____
Contract Amount Type of Work Date Completed

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.
3. _____
Contract Amount Type of Work Date Completed

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.
4. _____
Contract Amount Type of Work Date Completed

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project.



Striping • Sealcoat

A Parking & Highway Improvement Contractor

AGENCY REFERENCE LIST

AGENCY	PROJECT	VALUE	COMPLETED	JOB#
City of West Hollywood 8300 Santa Monica Blvd. West Hollywood, CA 90069 818-203-1956 Helen Collins	Traffic and Parking Signs (Bike Rack Installation) Project # 006453	164,650.00	IN PROGRESS	6438C
Los Angeles Unified School District 333 South Beaudry Ave., 22nd Floor Los Angeles, CA 90017 213-241-8714 Xochitl Vargas	School Playground Markings R-14045 PO# 4500157226	150,000.00	IN PROGRESS	7042C
City of Calabasas 100 Civic Center Way Calabasas, CA 91302 818-224-1600 Benjamin Chan	Professional Service Agreement	112,172.00	6/3/2016	6857C
City of West Hollywood 8300 Santa Monica Blvd. West Hollywood, CA 90069 818-203-1956 Helen Collins	Annual Striping & Marking Project # 5747	313,602.50	4/29/2016	5796C
Los Angeles World Airports PO Box 92882 Los Angeles, CA 90009 424-646-7954 Richard Morales	Paint Marking of Parking Lots #111-169	100,000.00	02/05/2016	6430C
City of Santa Monica 2500 Michigan Avenue Santa Monica, CA 90404 310-458-2201 Kori Jones	Traffic Striping Services	218,979.00	07/13/2015	7158C
Nobest Incorporated PO Box 874 Westminster, CA 92684 714-373-0039 Mike Lewis	Sec. 2 Concrete & Misc. Slurry c/o Manhattan Beach	366,105.00	8/28/2014	6923C
All American Asphalt PO Box 2229 Corona, CA 92878 951-736-7600 Jerry Lebouef	San Gabriel Bike Trail Project # 24182.01	102,880.00	8/1/2013	5993C
City of Bakersfield 1600 Truxtun Avenue Bakersfield, CA 93301 661-326-3724	Bike Lane Improvements T2K251	67,349.00	05/22/2013	6170C
City of Santa Clarita 23920 Valencia Blvd., Suite 300 Santa Clarita, CA 91355 661-259-2489	School Area Signing & Markings Project# M0088	114,295.00	3/15/2013	6265C
City of Santa Monica 1685 Main Street Santa Monica, CA 90401 310-710-0499 Jack Flores	4th Street at Colorado Ave PO # 325154	114,295.00	3/9/2012	5790C

975 W 1st St.

Azusa, CA

91702

Office: (562) 218-0504

Fax: (562) 218-0634

www.lineuppci.com



License #823802



Striping • Sealcoat

A Parking & Highway Improvement Contractor

AGENCY REFERENCE LIST

AGENCY	PROJECT	VALUE	COMPLETED	JOB#
City of Carson 701 E. Carson Street Carson, CA 90745 310-952-1700	City of Carson - Striping and Markings #1338	8,645.00	08/01/2013	6444C
San Diego Unified Port District PO Box 120488 San Diego, CA 92112-2776 619-686-6321	Pavement Marking & Striping Maintenance	75,000.00	7/8/2011	5542C
Excel Paving Co. PO Box 16405 Long Beach, CA 90806 562-599-5841	East Way Bikeway & Signage Project# R6762 (4661)	210,761.50	3/25/2010	4783C
City of Santa Clarita 23920 Valencia Blvd., Suite 300 Santa Clarita, CA 91355 661-259-2489	Striping Modification Contract# 09-00183	76,060.00	9/3/2009	4842C

975 W 1st St.

Azusa, CA

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DESIGNATION OF SUBCONTRACTORS

Subcontractors who will perform work or render services to the contractor or who, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to the Specifications in an amount in excess of one-half of one percent of the contractor's total bid (or in excess of ten thousand dollars [\$10,000.00] whichever is greater, [to be used in cases of bids involving the construction of streets or highways, including bridges]) shall be listed. Failure of the bidding general contractor to list its subcontractors on this form or one attached to this bid shall be in violation of the law and shall be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111. If a contractor whose bid is accepted later wants to substitute any subcontractor in place of a subcontractor listed in the original bid, any changes shall be subject to City approval and must comply with California Public Contract Code Sections 4107 and 4107.5 and all applicable California Code.

The bidder shall set forth the following information below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under sub-agreement to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications.
2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each portion of work.
3. If the contractor fails to specify a subcontractor or if the contractor specifies more than one subcontractor for the same portion of work to be performed under the agreement, he/she agrees that he/she is fully qualified to perform that portion himself or herself, and that he or she shall perform that portion himself or herself.

The contractor may submit an updated **DESIGNATION OF SUBCONTRACTORS** form up to 24 hours after the bid opening containing (1) the estimated amount and (2) the percentage of contract. All other information shall be submitted prior to the bid opening.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Contractor's License #	Classification	Estimated \$ Amount	% of Contract
California Professional Engineering, Inc	793907	A, C-10, C-20 8A Certified	\$4,592. ⁰⁰	5%

Non - collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the

THE CITY of IRWINDALE

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

PCI
975 W. 1st Street
Azusa, CA 91702

as Principal, hereinafter called the Principal, and

Indemnity Company of California
500 Kraemer Blvd., Suite 300
Brea, CA 92821

a corporation duly organized under the laws of the State of **California**
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

as Oblige, hereinafter called the Oblige, in the sum of
Ten Percent of the total Amount of the Bid Dollars (\$10%-----), for the payment of which sum well and
truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Signing and Striping Improvements on Arrow Highway, from Fourth Street to Maine Avenue, in the
City of Irwindale; P-950.**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the Prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of **January, 2018**

(Witness)

Leslie Lessley (Witness)

William (Title) **Indemnity Company of California**

(Title)
Lourdes Landa, Attorney-in-Fact

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Lisa Saumur, Adriana Valenzuela, Mark Roskopf, Lourdes Landa, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark Lansdon
Mark Lansdon, Vice-President

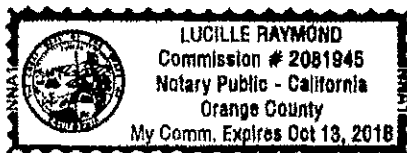


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 25th day of January, 2018

By: Cassie J. Perrisford
Cassie J. Perrisford, Assistant Secretary

ATS-1002 (02/17)



California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On 01/25/2018

before me, Lisa Marie Saumur, Notary Public

Name of Notary Public, Title

personally appeared Lourdes Landa

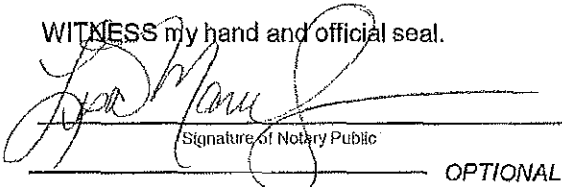
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name(s) of Person(s) Entity(ies) Signer Is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

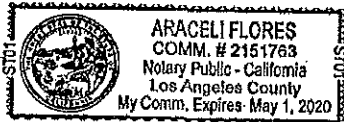
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Los Angeles

On January 26, 2018 before me, Araceli Flores, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared William G. Jacob
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

COUNCIL AGENDA
ITEM 1E

FEB 14 2018

Date: February 14, 2018
To: Honorable Mayor and Members of the City Council
From: Theresa Olivares, Assistant City Manager
Issue: Approval of Plans and Specifications for the Police Department Public Counter Replacement Project; P-944

Assistant City Manager's Recommendation:

That the City Council (1) approve the Police Department Public Counter Replacement Project and find it categorically exempt from the provisions of the California Environmental Quality Act; (2) approve the plans and specifications for Police Department Public Counter Replacement Project; and (3) authorize staff to solicit bids for construction of the project.

Background and Analysis:

The Police Department Public Counter Replacement Project is identified in the City's 2017-2018 Capital Improvement Program as part of the Facilities Improvements - CJPIA City's Facilities Compliance Improvements, included in the City's approved Americans with Disabilities (ADA) Transition Plan.

The scope of work for this project includes the removal and replacement of the existing public counter, main entrance door repairs and other minor repairs associated with the counter replacement.

A set of plans and specifications are available for review in the City Engineer's office. Upon approval by City Council, this project will be advertised in February 2018. It is expected that the award of this contract be scheduled for City Council consideration in March/April 2018.

This project is considered categorically exempt as it falls under Section 15301 (d) of CCR, Title 14 "Guidelines for California Environmental Quality Act." – "Operation, repair, and maintenance of existing facilities."

Fiscal Impact:

Funding for this project was budgeted in the FY 2016/17 CIP General Fund Budget in the amount of \$150,000, and carried forward to the FY 2017/18 CIP General Fund Budget.

Review:

Fiscal Impact: ER (Initial of CFO)

Legal Impact: ALL (Initial of Legal Counsel)

Prepared By: Edgar Rojas, Construction Compliance Manager

Reviewed By/Contact: William K. Tam, Development Services Director/City Engineer

Phone: (626) 430-2212

Theresa Olivares
Theresa Olivares, Assistant City Manager

Attachment(s): None

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

FEB 14 2018

Date: February 14, 2018
To: Honorable Mayor and Members of the City Council
From: Theresa Olivares, Assistant City Manager
Issue: Consideration of Rejection of Bids Received for the 2017/2018 Resurfacing Project; P953

Assistant City Manager's Recommendation:

That the City Council (1) reject all bids for the 2017/2018 Resurfacing Project; (2) direct the City Engineer to modify the plans and specifications of this project; and (3) direct the City Engineer to re-advertise this project.

Background and Analysis:

The City's 2017/2018 Resurfacing Program is identified in our Capital Improvement Program to provide required maintenance to our street system. This resurfacing program extends the life of City streets and minimizes costly repairs, such as reconstruction. This project includes Irwindale Avenue from Arrow Highway to Cypress Street.


On December 5, 2017, the City received six (6) bids for the 2017/2018 Resurfacing Project. During staff review, it was found that a few contractors did not properly follow the requirements for the bid process. As such, it is recommended that plans and specifications be modified to include specific language in the Notice to Bidders for the bid process requirements and re-advertise this project in February 2018.

Fiscal Impact:

Funding for this project is budgeted in the FY 2017/18 CIP budget. A combination of Special Mining, Prop C, and Measure R funds will be used to complete the construction of this project.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By: Edgar Rojas, Construction Compliance Manager

Contact Person: William K. Tam, Development Services Director/City Engineer

Phone: (626) 430-2212

A handwritten signature in black ink, appearing to read "Theresa Olivares", written over a horizontal line.

Theresa Olivares, Assistant City Manager

Attachment(s): None.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

FEB 14 2018

Date: February 14, 2018
 To: Honorable Mayor and Members of the City Council
 From: Theresa Olivares, Assistant City Manager
 Issue: Award of Contract for City Hall and Police Facility Building HVAC Improvement Project; P-956

Assistant City Manager's Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with P & P Develop Inc., in the amount of \$194,770 for the City of Irwindale City Hall and Police Facility Building HVAC Improvement Project and (2) approve a 20% project contingency in the amount of \$38,954 to cover any unforeseeable conditions that may arise during construction.

Background and Analysis:

On October 11, 2017, the City Council rejected the bids for City Hall/Council Chambers/Police Facility Roof Replacement and HVAC Upgrade Improvement Project and directed staff to modify the plans and specifications to separate it into two projects.

On November 8, 2017, the City Council found the project to be categorically exempt from the provisions of the California Environmental Quality Act as it falls under "Operation, repair, and maintenance of existing facilities," pursuant to Section 15301 (d) of CCR, Title 14 "Guidelines for California Environmental Quality Act"; approved the project Plans and Specifications (PS&E); and authorized staff to solicit public bids.

The scope of work for the HVAC Upgrade Improvement Project includes the removal and replacement of 12 air-conditioning units distributed along the entire City Hall/Council Chambers/Police Facility. In addition, minor roof and electrical work will be required.

This project was advertised in the San Gabriel Valley Tribune on November 13 and 20, 2017. The Bid Package was available to be purchased in the Public Works Department.

On January 16, 2018, the City received four (4) bids with the following results:

	Contractor	Base Bid
1	P & P Develop Inc.	\$194,770

2	NKS Mechanical	\$297,246
3	Consolidated Mech.	\$344,000
4	F.M. Thomas	\$462,834

Staff reviewed the bid proposals and found P & P Develop Inc. to be the lowest responsible bidder and recommends that the contract is awarded to them for this project.

Fiscal Impact:

Funding for this project was budgeted in previous fiscal years, and carried forward into the FY 2017/18 CIP Budget. This project is funded by the General Fund.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By: Edgar Rojas, Construction Compliance Manager

Contact Person: William K. Tam, Development Services Director/City Engineer

Phone: (626) 430-2212


Theresa Olivares, Assistant City Manager

Attachment(s): City of Irwindale City Hall and Police Facility Building HVAC Improvement Project; P-956 Contract Agreement

AGREEMENT

THIS AGREEMENT made and entered into at Irwindale, California, by and between the City of Irwindale, (hereinafter "Agency"), and P&P Develop, Inc., 8752 Garden Grove Boulevard, Garden Grove, CA 92844 (**hereinafter "Contractor"**).

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE I

That the Contract consists of this Agreement, the Notice to Bidders, the Accepted Proposal, Incorporation Statement, List of Subcontractors, Licensed Contractor's Declaration, Bid Form, Bid Security Form, Bid Bond, Bid Sheet/Non-Collusion Affidavit, Labor and Material Bond, Performance Bonds, Warranty Bond, the Specifications, and Special Provisions, the Construction Drawings, the Standard Drawings and all addenda as prepared prior to date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. All of the provisions of all said Contract Documents are hereby incorporated in and made a part of this Agreement as if fully set forth herein. In the event of any inconsistency between the terms of the Contract Documents and the terms of this Contract, the terms of the Contract Documents shall govern.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by the Agency as set forth in said Contract Documents, the Contractor agrees with the Agency to do the work and furnish the materials in accordance with said Contract Documents, which work is generally referred to as

CITY OF IRWINDALE CITY HALL AND POLICE FACILITY BUILDING HVAC IMPROVEMENT PROJECT; P-956

and to furnish at its cost and expense all tools, equipment, services, labor and materials necessary therefore, and to pay all applicable taxes, and to do everything required herein and by said Contract Documents.

ARTICLE III

For, and only in the event of, the furnishing of all said services and materials, the obtaining of all permits and licenses of a temporary nature, the furnishing and removing of all debris and temporary work structures and temporary work installations, tools, and equipment, and the doing of all the work contemplated and embraced in said Contract Documents, also in full payment for all loss and damage arising out of the nature or performance of the aforesaid work during its progress or prior to its acceptance, from the action of the elements, and from any unforeseen difficulties which may arise or be encountered in the prosecution of the work, and for and from all other risks of any description connected with said work, also in full payment for all expenses incurred by or in consequence of the suspension or discontinuance of said work, except such as in said Contract Documents are expressly stipulated to be borne by the Agency and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Contract Documents and in accordance with the requirements of the Engineer of said Agency under them; the Agency will pay and the Contractor shall receive in full compensation therefor the prices set forth in the Accepted Proposal.

ARTICLE IV

The Agency hereby promises and agrees with said Contractor to employ, and does hereby employ said Contractor, to provide the material and to do the work according to the terms and conditions contained and referred to in said Contract Documents for the bid prices filled in on the Bid Sheet, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in said Contract Documents, and that the obligations and benefits set forth in said Contract shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

ARTICLE V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a notice to proceed has been given in writing to the Contractor by the Agency which notice shall be given by the Engineer of said Agency within five (5) days from the date of signing this Contract by the Agency and the Contractor shall complete work within the time limit stated in the Notice to Bidders.

IN WITNESS WHEREOF, Agency and Contractor have caused this Contract to be executed this 14th day of February, 2018, by their respective officers or agents herein duly authorized.

CITY OF IRWINDALE

By: _____
City Manager

ATTEST:

By: _____
Laura M. Nieto, MMC, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLC

By: _____
Fred Galante, City Attorney

P & P Develop, Inc.
8752 Garden Grove Boulevard
Garden Grove, CA 92844

By: _____
Hak Kim, President

**City of Irwindale
California**

**PROPOSAL
FOR
CITY OF IRWINDALE CITY HALL AND POLICE
FACILITY BUILDING HVAC IMPROVEMENTS
PROJECT**

P - 956

The undersigned, as bidder, declares that he or she has carefully examined the location of the proposed work, the proposed form of agreement, and the plans and specifications herein referred to. He or she proposes and agrees that, if this proposal is accepted, he or she will contract with the City of Irwindale to provide all equipment, materials and labor to the satisfaction, and under the supervision of, the City Engineer at the following prices.

It is understood that the time within which the above-mentioned work must be completed by the undersigned is fixed at 30 working days starting from the day after the issuance of the Notice to Proceed.

BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the Plans, the General Conditions and Specifications and agrees to complete the work so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

CITY OF IRWINDALE CITY HALL AND POLICE FACILITY BUILDING HVAC IMPROVEMENTS PROJECT P-956

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	AC #3 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	12,250. ⁰⁰	12,250. ⁰⁰
2.	AC #4 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	12,250 -	12,250 -
3.	AC #5 5TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	12,250 -	12,250 -
4.	AC #6 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2 AS PER ADDENDUM No. 2	12,250 -	12,250 -
5.	AC #7 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	12,250 -	12,250 -
6.	AC #8 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	12,250 -	12,250 -
7.	AC #9 3 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	9,528 -	9,528 -
8.	AC #10 7.5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	14,971 -	14,971 -
9.	AC #11 7.5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	14,971 -	14,971 -

10.	AC #12 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	12,250-	12,250-
11.	AC #13 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	12,250-	12,250-
12.	AC #14 3 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2	9,700-	9,700-
13.	LS	AIR DUCT CLEANING AS PER ADDENDUM No. 2	4,000-	4,000-
14.	12	REPLACE EXISTING WITH NEW PROGRAMMABLE THERMOSTATS AS PER ADDENDUM No. 2	300-	3,600-
15.	LS	REMOVE AND REPLACE ALL EXPOSED GAS LINES AS PER ADDENDUM No. 2	10,000-	10,000-
16.	12	REMOVE AND REPLACE PLATFORM AND METAL PAN AS PER ADDENDUM NO. 2	1,000-	12,000-
17.	12	INSTALL ROOFING MATERIAL OVE NEW PLATFORM AND 24" AROUND PERIMETER AS PER ADDENDUM NO. 2	1,500-	18,000-

TOTAL BASE BID:

\$ 194,770 -

(WRITTEN IN WORDS): One hundred ninety four thousand
seven hundred seventy -

The undersigned bidder further certifies that she/he has visited the premises involved and has ascertained the extent of the work required for the City Hall and Police Facility Building HVAC Improvements Project, P-956. Contract shall be awarded on Base Bid

Accompanying this bid is \$ ("cash," "cashier's check," or "bidder's bond"—underline one), in an amount equal to at least ten percent (10%) of the total bid.

If awarded the contract, the undersigned agrees that should he or she fail to execute the required contract, and file the necessary bonds and insurance certificates within ten (10) days (excluding Saturdays, Sundays and legal holidays) after the City Engineer has mailed notice of the award of contract to him or her, the proceeds of the security accompanying this bid shall become the property of the CITY. This bid and the acceptance hereof may then, at the City option, be considered null and void.

If an individual, so state; if a partnership, state the firm name and give the names of all individual partners, limited and general; if a corporation, state the names of the president, secretary, treasurer and manager, if any.

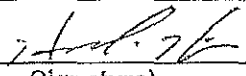
NAME OF CONTRACTING FIRM P & P Develop Inc

ADDRESS 8752 Garden Grove Blvd. Garden Grove, CA 92844

TELEPHONE (✓) FAX () 657-233-5696

STATE LICENSE NO. EXPIRATION DATE 1019744, B

FEDERAL TAX IDENTIFICATION NUMBER 81-2711524

SIGNATURE OF BIDDER(S)  (Authorized Signature)

DATE 01/16/2018

ALL BLANKS IN SPECIFICATIONS MUST BE FILLED IN OR BID WILL BE CONSIDERED UNRESPONSIVE.

William K. Tam, P.E.
Director of Public Works/City Engineer

REFERENCES:

1. Police service Staging Facility Renovation, Contract Amount
Type of Work Date Completed 06/15/2017 \$145,056.00

Name and Address of Owner

City of Santa Fe Springs

Name and Telephone Number of Person Familiar with Project.

Deniel Reyes / 562-868-0511

2. EMS HVAC upgrade 09/27/2017 Contract Amount
Type of Work Date Completed \$214,700.00

Name and Address of Owner

R. U. S. D.

Name and Telephone Number of Person Familiar with Project.

Reggie Royster / 951-352-6729

3. Kitchen Renovation 9/20/2017 Contract
Amount Type of Work Date Completed \$340,625.00

Name and Address of Owner

UCI

Name and Telephone Number of Person Familiar with Project.

Glena Blackwell / 949-824-5683

Park Restroom Renovation 10/30/2017
Contract Amount Type of Work Date Completed
\$74,500

Name and Address of Owner

City of Lakewood

Name and Telephone Number of Person Familiar with Project.

Jonathan Poole / 949-461-3498

DESIGNATION OF SUBCONTRACTORS

Subcontractors who will perform work or render services to the contractor or who, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to the Specifications in an amount in excess of one-half of one percent of the contractor's total bid (or in excess of ten thousand dollars [\$10,000.00] whichever is greater, [to be used in cases of bids involving the construction of streets or highways, including bridges]) shall be listed. Failure of the bidding general contractor to list its subcontractors on this form or one attached to this bid shall be in violation of the law and shall be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111. If a contractor whose bid is accepted later wants to substitute any subcontractor in place of a subcontractor listed in the original bid, any changes shall be subject to City approval and must comply with California Public Contract Code Sections 4107 and 4107.5 and all applicable California Code.

The bidder shall set forth the following information below:

- 1 The name and location of the place of business of each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under sub-agreement to the contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications.
- 2 The portion and estimated dollar amount of the work which will be done by each subcontractor. The contractor shall list only one subcontractor for each portion of work.
- 3 If the contractor fails to specify a subcontractor or if the contractor specifies more than one subcontractor for the same portion of work to be performed under the agreement, he/she agrees that he/she is fully qualified to perform that portion himself or herself, and that he or she shall perform that portion himself or herself.

The contractor may submit an updated **DESIGNATION OF SUBCONTRACTORS** form up to 24 hours after the bid opening containing (1) the estimated amount and (2) the percentage of contract. All other information shall be submitted prior to the bid opening. Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Contractor's License #	Classification	Estimated \$ Amount	% of Contract
Custom Air	919945	C-20	130,000.00	80 %

Non -collusion Affidavit
 (Title 23 United States Code Section 112 and
 Public Contract Code Section 7106)
 To the

AMERICAN CONTRACTORS INDEMNITY COMPANY

9841 AIRPORT BOULEVARD, 9TH FLOOR, LOS ANGELES, CA 90045 (310) 649-0990



BOND NO. 11-856-032
PREMIUM \$0.00
BID DATE: 01/16/18

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, P & P Develop, Inc.

(hereinafter called Principal), as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY, a corporation, organized and existing under the laws of the State of California and authorized to transact a general surety business in the State of California

(hereinafter called Surety), as Surety, are held and firmly bound unto City of Irwindale

(hereinafter called Obligee) in the penal sum of ten percent (10 %) of amount bid not to exceed a penal sum of forty thousand

Dollars (\$ 40,000.00)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for City of Irwindale City Hall/Police Facility Building HVAC Improvements

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do so, then the undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure up to and not exceeding the penal sum of the bond.

SIGNED, SEALED AND DATED THIS 16th DAY OF January, 2018

P & P Develop, Inc.

By: [Signature]

PRINCIPAL

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: [Signature]

Blake A Pfister,

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On January 12, 2018 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Blake A. Pfister
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lianne Nahina
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 11-856-032 Document Date: January 16, 2018
Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: American Contractors Indemnity Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Kio Lo, Assistant Secretary



November 21, 2017

NOTICE TO BIDDERS
CITY OF IRWINDALE CITY HALL/POLICE FACILITY BUILDING HVAC IMPROVEMENTS
PROJECT,
P-956

ADDENDUM NO. 1

Prospective Bidders:

The specifications for the City of Irwindale City Hall/Police Facility Building HVAC Improvements Project are hereby modified as follows:

1. The Bid Opening Date has been changed to January 16th, 2018 at 10:00 A.M., at the same location.
2. Remove Proposal page #8, and replace with revised pages #8-9 attached herein.

All Other Items Remain the Same.

This addendum shall become an integral part of the said documents and should be acknowledged in the space provided and attached to the Schedule of Work Items of the project. The balance of the said Plans and Specifications shall remain unchanged.

William K. Tam, P.E.
Public Works Director/ City Engineer

BIDDER'S CERTIFICATE

I acknowledge receipt of this Addendum and accept the aforementioned condition.

1/16/2018
Date

P&P Developer H. L. L.
Bidder's Name

END OF ADDENDUM NO.1

BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the Plans, the General Conditions and Specifications and agrees to complete the work so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

CITY OF IRWINDALE CITY HALL AND POLICE FACILITY BUILDING HVAC IMPROVEMENTS PROJECT P - 956

ITEMS OF WORK:

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE
1.	AC #3	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
2.	AC #4	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
3.	AC #5	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
4.	AC #6	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
5.	AC #7	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
6.	AC #8	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
7.	AC #9	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
8.	AC #10	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
9.	AC #11	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
10.	AC #12	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	

(Revised)

11.	AC #13	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
12.	AC #14	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER PLANS	
13.	ALL UNITS	THOROUGHLY CLEAN EXISTING DUCTWORK	
14.	ALL UNITS	REPLACE EXISTING WITH NEW PROGRAMMABLE THERMOSTATS	
15.	ALL UNITS	INSPECT EXISTING GAS LINES TO THE NEW UNITS	
16.	ALL UNITS	REMOVE AND REPLACE METAL CAN ON EVERY HVAC UNIT	
17.	ALL UNITS	REMOVE AND REPLACE ROOFING MATERIAL ON EVERY CURB WITH MINIMUM 2' INTO EXISTING ROOF MATERIAL	

TOTAL BASE BID:

\$ _____

(WRITTEN IN WORDS): _____

The undersigned bidder further certifies that she/he has visited the premises involved and has ascertained the extent of the work required for the City Hall and Police Facility Building HVAC Improvements Project, P-956. Contract shall be awarded on Base Bid

(Revised)



January 9, 2018

NOTICE TO BIDDERS
CITY OF IRWINDALE CITY HALL/POLICE FACILITY BUILDING HVAC IMPROVEMENTS PROJECT;

P-956

ADDENDUM NO. 2

Prospective Bidders:

The specifications for the City of Irwindale City Hall /Police Facility Building HVAC Improvements Project are hereby modified as follows:

1. Remove Proposal pages #8-9, and replace with revised pages #8 and 9 dated 1/9/2018 attached herein. These will supersede the revised pages from Addendum No. 1.
2. Contractor shall furnish all new AC units, as indicated on the attached equipment list. "No equipment substitutions will be allowed". Contractor shall provide all equipment, labor and material for the removal of existing units and the installation of the new units.
3. Replace all existing with new programmable thermostats per AC Manufacturer's specifications
4. All existing disconnects shall be removed and replaced.
5. Only final duct connections to the units are required to be installed.
6. Air duct cleaning shall be performed via vacuum system directly from the AC units on the roof. No air duct cleaning/air balancing inside the buildings is required.
7. All existing platforms shall be removed, replaced and reroofed, including 24" around their perimeter.
8. All metal pans shall be removed and replaced to fit new platforms.
9. All existing exposed gas lines shall be removed and replaced per City's inspector direction.
10. All work shall be performed between Friday, Saturday and Sunday only. Construction schedule MUST be approved by City Engineer prior to project commencement.
11. Apprentices Labor Code requirement remains as stipulated in the specifications.

12. No bid will be received unless it is made on a bid form furnished by the City Engineer and the bidder is logged in the City's plan holders list.

13. Bid Opening Date on Tuesday January 16th, 2018 at 10:00 A.M., at the same location.

All Other Items Remain the Same.

This addendum shall become an integral part of the said documents and should be acknowledged in the space provided and attached to the Schedule of Work Items of the project. The balance of the said Plans and Specifications shall remain unchanged.

William K. Tam, P.E.
Public Works Director/ City Engineer

BIDDER'S CERTIFICATE

I acknowledge receipt of this Addendum and accept the aforementioned condition.

1/16/2018
Date

W. K. Tam pop Develop
Bidder's Name

END OF ADDENDUM NO. 2

Equipment List

MANUFACTURER	SEER	CAP.	DESCRIPTION	QTY.
CARRIER	14 Min.	3 TN	ROOFTOP HEAT PUMP SPLIT UNIT SINGLE PHASE	2
CARRIER	14 Min.	5 TN	ROOFTOP SINGLE PACK THREE PHASE	8
CARRIER	14 Min.	7.5 TN	ROOFTOP SINGLE PACK THREE PHASE	2

BIDDER'S PROPOSAL

The undersigned bidder declares that he/she has carefully examined the Plans, the General Conditions and Specifications and agrees to complete the work so covered to the City of Irwindale. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice Inviting Bids" which document is made a part of this proposal.

CITY OF IRWINDALE CITY HALL AND POLICE FACILITY BUILDING HVAC IMPROVEMENTS PROJECT P - 956

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	AC #3 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		
2.	AC #4 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		
3.	AC #5 5TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		
4.	AC #6 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2 AS PER ADDENDUM No. 2		
5.	AC #7 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		
6.	AC #8 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		
7.	AC #9 3 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		
8.	AC #10 7.5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		
9.	AC #11 7.5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		

10.	AC #12 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		
11.	AC #13 5 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		
12.	AC #14 3 TN	REMOVE AND REPLACE EXISTING HVAC ROOF UNIT AS PER ADDENDUM No. 2		
13.	LS	AIR DUCT CLEANING AS PER ADDENDUM No. 2		
14.	12	REPLACE EXISTING WITH NEW PROGRAMMABLE THERMOSTATS AS PER ADDENDUM No. 2		
15.	LS	REMOVE AND REPLACE ALL EXPOSED GAS LINES AS PER ADDENDUM No. 2		
16.	12	REMOVE AND REPLACE PLATFORM AND METAL PAN AS PER ADDENDUM NO. 2		
17.	12	INSTALL ROOFING MATERIAL OVE NEW PLATFORM AND 24" AROUND PERIMETER AS PER ADDENDUM NO. 2		

TOTAL BASE BID:

\$ _____

(WRITTEN IN WORDS): _____

The undersigned bidder further certifies that she/he has visited the premises involved and has ascertained the extent of the work required for the City Hall and Police Facility Building HVAC Improvements Project, P-956. Contract shall be awarded on Base Bid



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 919945

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 1/29/2018 8:56:53 AM

Business Information

CUSTOM AIR CONDITIONING INC
20110 STATE RD
CERRITOS, CA 90703
Business Phone Number: (562) 529-5452

Entity Corporation
Issue Date 07/26/2008
Reissue Date 07/29/2015
Expire Date 07/31/2019

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 63193919

Bond Amount: \$15,000

Effective Date: 07/29/2017

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual BYUNG HO HUH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/29/2015

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9134207

Effective Date: 05/30/2015

Expire Date: 12/22/2018

Workers' Compensation History

Miscellaneous Information

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

COUNCIL AGENDA
ITEM 1H

FEB 14 2018

Date: February 14, 2018
To: Honorable Mayor and Members of the City Council
From: Theresa Olivares, Assistant City Manager
Issue: Approve Appropriation of Asset Forfeiture Funds

Assistant City Manager's Recommendation:

Adopt Resolution No. 2018-09-3003, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT," reading by title only and waiving further reading thereof, thereby appropriating asset forfeiture funds.

Analysis:

The Department of Justice (DOJ) Equitable Sharing Program (Asset Forfeiture) is federal law enacted in 1984. The primary purpose of this program is to assist law enforcement in the deterrence of crime by depriving criminals of the profits and proceeds of their criminal activities and to weaken criminal enterprises by removing the instrumentalities of crime. An ancillary purpose of this program is to enhance cooperation among federal, state and local law enforcement agencies through the equitable sharing of federal forfeiture proceeds.

The Irwindale Police Department in cooperation with federal, state, and local agencies, has participated in several investigations over the past four years that have resulted in the seizure of personal property to include automobiles and U.S. currency. Through the Equitable Sharing Program, the police department applied for and received a portion of funds from each related investigation from both federal and state equitable sharing programs. Allocations of funds through these programs are determined by the percentage of time and effort that a participating agency puts toward the case investigation that resulted in seized property.

Federal and state laws dictate permissible and non-permissible purchases under the asset forfeiture program. Permissible items include law enforcement training in any area that is necessary to perform official law enforcement duties, equipment and operations for investigations and official law enforcement duties, telecommunications equipment, and law enforcement facilities and related items to include government furniture.

Asset forfeiture funds cannot be used for regular salaries of existing police officers, but may be used for the salary of police officers assigned to a specific task force for a specified period of time or under certain other conditions. The permissible appropriation of funds will include:

- Salary and overtime costs associated with asset forfeiture investigations
- Law enforcement training
- Hardware, software, wireless connectivity and other required equipment related to the department's reporting and telecommunications infrastructure
- Radio Communication Systems
- In-car camera system
- Video surveillance equipment
- Equipment and operations related to investigations
- MDC – Mobile Data Computers
- Executive Conferences – In State/Out of State

Fiscal Impact:

Federal and State Asset Forfeiture funds are received, appropriated and spent out of Funds 16 and 17 respectively. These funds are separate from the General Fund.

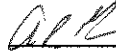
The police department has received \$8,337.67 for fiscal year 2016-2017 and \$27,512.67 for fiscal year 2017-2018 of federal asset forfeiture – Federal Treasury Funds

The police department has also received asset forfeiture – Federal Interest (fund 16) for fiscal year 2016-2017 in the amount of \$261.81 and asset forfeiture – State Interest (fund 17) for fiscal year 2016-2017 in the amount of \$69.21.

If approved, the attached resolution allows for an appropriation of \$36,112.15 federal and \$69.21 state asset forfeiture funds as follows:

- | | |
|--|----------------------|
| ○ \$20,000.00 to Computer Systems | 16-35-370-44300-0000 |
| ○ \$16,112.15 to Large Tools & Equipment | 16-35-370-44500-0000 |
| ○ \$69.21 to Training (state) | 17-35-370-41200-0000 |

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact: Ty Henshaw, Chief of Police
Phone: (626) 430-2234


Theresa Olivares, Assistant City Manager

Attachment(s): Resolution 2018-09-3003

RESOLUTION NO. 2018-09-3003

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS
FOR USE BY THE POLICE DEPARTMENT**

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by seeking outside funding sources to supplement the Police Department budget; and

WHEREAS, the City of Irwindale Police Department has assisted federal, state and local law enforcement agencies with investigations related to illegal narcotics and other criminal activity over the past years; and

WHEREAS, the United States Department of Justice and the California Department of Justice have an Equitable Sharing Program that allows law enforcement agencies to share in federal forfeiture proceeds from property seized during these investigations; and

WHEREAS, federal and state laws dictate that these funds must be utilized by the Police Department for investigations and operations related to asset forfeiture investigations and/or training and equipment related to official law enforcement duties; and

WHEREAS, the Police Department has received an additional \$36,112.15 in federal asset forfeiture proceeds including interest earned and \$69.21 in state asset forfeiture interest, which are ready for use by the Police Department in accordance with the requirements.

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

SECTION 1. Asset forfeiture funds obtained through the U.S. Department of Justice Equitable Sharing Program in the amount of \$36,112.15, which includes the California asset forfeiture interest in the amount of \$69.21, are appropriated for the total amount of \$36,112.15.

SECTION 2. These funds shall be used in accordance with federal and state law for salary and overtime costs associated with asset forfeiture investigations; the purchase of law enforcement training, hardware, software, mobile video computers, radio communication systems, in-car camera system, video surveillance equipment, equipment and operations related to investigations and executive conferences.

SECTION 3. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 14th day of February, 2018.

Mark Breceda, Mayor

ATTEST:

Laura Nieto,
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2018-09-3003 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 14th day of February, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura Nieto
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

COUNCIL AGENDA
ITEM 11

FEB 14 2018

Date: February 14, 2018

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Adoption of Resolution No. 2018-11-3005 Entitled "A Resolution of the City Council of the City of Irwindale Approving the General Services Agreement between City of Irwindale and Los Angeles County for a Period of Five Years, Commencing July 1, 2018 through June 30, 2023."

Assistant City Manager's Recommendation:

That the City Council (1) adopt Resolution No. 2018-11-3005 entitled, "A Resolution of the City Council of the City of Irwindale Approving the General Services Agreement between City of Irwindale and County of Los Angeles for a Period of Five Years, Commencing July 1, 2018 through June 30, 2023;" (2) authorize the Mayor to execute the General Services Agreement on behalf of the City; (3) direct the Chief Deputy City Clerk to forward three signed originals to the Office of Intergovernmental and External Affairs, Chief Administrative Office, Room 723, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, together with a certified copy of the approved resolution indicating the approval of this item.

Background and Analysis:

The attached letter dated January 25, 2018 was received from the County of Los Angeles requesting renewal of the general services agreement, which expires on June 30, 2018. Our past practice is for the term of this agreement to run in increments of five years. The current general services agreement was approved by the City Council on March 27, 2013.

Under the agreements, the County agrees to perform those City functions as set forth in said agreement. The City shall pay for such services as are provided for in the agreement at rates to be determined by the County Auditor Controller. No service shall be performed under this agreement unless the City has available funds to cover the costs thereof. All persons employed in the performance of such services for the City shall be County employees.

The proposed agreement shall become effective on July 1, 2018 and shall run for a period ending June 30, 2023 and at the option of the City Council, with the consent of the County Board of Supervisors shall be renewable thereafter for an additional period not to exceed five years. A copy of said agreement is attached.

The proposed General Services Agreement is the same form used by the County for all of its contract cities. It allows the County to terminate the Agreement with only 30 days' notice to the City, while the City may only terminate the Agreement once per year on July 1, provided it gives the County 30 days' prior notice. Additionally, the Agreement continues to require that the City indemnify the County for claims arising out of work performed by the County on City projects.


The Assistant City Attorney has reviewed and approved the General Services Agreement.

Fiscal Impact:

The General Services provided by the County of Los Angeles are included in the City's Budget each fiscal year.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By: Elizabeth Rodriguez, Senior Management Analyst

Contact Person: William K. Tam, Development Services Director/City Engineer

Phone: (626) 430-2212



Theresa Olivares, Assistant City Manager

Attachment(s):

- (1) Resolution No. 2018-11-3005 entitled, "A Resolution of the City Council of the City of Irwindale Approving the General Services Agreement between City of Irwindale and County of Los Angeles for a Period of Five Years, Commencing July 1, 2018 through June 30, 2023
- (2) County of Los Angeles Chief Executive Office: Renewal of General Services Agreement Letter dated January 25, 2018.
- (3) General Services Agreement.

RESOLUTION NO. 2018-11-3005

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE GENERAL SERVICES AGREEMENT BETWEEN CITY
OF IRWINDALE AND COUNTY OF LOS ANGELES FOR A PERIOD OF
FIVE YEARS, COMMENCING JULY 1, 2018 THROUGH JUNE 30, 2023**

WHEREAS, on March 27, 2013, the City of Irwindale and the County of Los Angeles executed a general services contract agreement which is due to expire on June 30, 2018; and

WHEREAS, to ensure the continuation of County services and to retain the ability to add or augment services in the future, the City of Irwindale must renew the General Services Agreement at this time; and

WHEREAS, no service shall be performed under this agreement unless the City has available funds to cover the costs thereof; and

WHEREAS, this agreement shall become effective July 1, 2018 and shall run for the period ending June 30, 2023, and at the option of the City Council, with the consent of the County Board of Supervisors shall be renewable thereafter for an additional period not to exceed five years

NOW, THEREFORE, the City Council of the City of Irwindale does hereby resolve as follows:

SECTION 1. The City Council of the City of Irwindale hereby notifies the County of Los Angeles that it desires to renew the General Services Agreement currently in effect between the County and the City of Irwindale for an additional five-year period, terminating on June 30, 2023.

SECTION 2. The City Council of the City of Irwindale requests that the County of Los Angeles consent to the renewal of said Agreement and to authorize County departments to continue to provide the services requested pursuant to the existing General Services Agreement until otherwise requested in writing by the City of Irwindale.

SECTION 3. The City Council hereby authorizes and directs the Mayor to execute the General Services Agreement with the County of Los Angeles for the period commencing July 1, 2018.

PASSED, APPROVED and ADOPTED this 14th day of February, 2018.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2018-11-3005 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of February 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

RECEIVED

JAN 30 2018

CITY OF IRWINDALE
PUBLIC WORKS DEPARTMENT

RECEIVED

JAN 29 2018

CITY OF IRWINDALE
OFFICE OF CITY MANAGER
PND - PUBLIC
WORKS

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

January 25, 2018

Mr. John Davidson
City Manager
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

Dear Mr. Davidson:

RENEWAL OF GENERAL SERVICES AGREEMENT

The General Services Agreement (GSA) between your City and the County of Los Angeles will expire on June 30, 2018. To ensure continuation of the services you are currently receiving, and to offer you the ability to add or augment services in the future, we would like to work with your city to renew the existing agreement for a five-year period, commencing on July 1, 2018 through June 30, 2023.

General Services Agreements have been executed with most cities within the County. The GSA is general in nature and simply authorizes the County to provide services requested by your city. Services provided under the GSA consist of "as-needed" time-limited services such as predatory animal control, prosecution of city ordinances, direct assessment collection, and a variety of public works services. Ongoing services, such as law enforcement and public health code enforcement, are provided by the responsible County departments through Specific Service Agreements (SSAs). Any SSAs between your City and the County of Los Angeles are not affected by renewal of this GSA.

Four copies of the GSA are enclosed for your Council's approval. To allow sufficient time to approve renewal of your City's current GSA prior to its expiration, **please retain one copy for your records and return three original, signed copies, to include a certified copy of your Council's resolution, no later than Monday, April 25, 2018, to:**

Chief Executive Office
Intergovernmental and External Affairs
723 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles CA 90012
Attention: Katrina Shoats

Mr. John Davidson
January 25, 2018
Page 2

One original will be returned to you upon execution by the Board of Supervisors. If you have any questions or need additional information, Ms. Shoats may be reached at (213) 893-2479 or at KShoats@ceo.lacounty.gov.

We look forward to our continued association.

Sincerely,

A handwritten signature in dark ink, appearing to read 'MANUEL RIVAS, JR.', with a stylized flourish extending to the left.

MANUEL RIVAS, JR.
Assistant Chief Executive Officer
Legislative Affairs & Intergovernmental Relations

MR:PC:lm

Enclosures

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2018, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Irwindale, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2023, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2023, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2023, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

by their duly authorized officers.

Executed this _____ day of _____ 2018.

The City of Irwindale,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____
Deputy

By _____
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer/Clerk
of the Board of Supervisors

By _____
Senior Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Deputy

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

FEB 14 2018

Date: February 14, 2018

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Request to Approve a Professional Consulting Contract with Harvey Consulting Group, LLC (HCG) for the preparation of CEQA documents (Initial Study and Mitigated Negative Declaration) for Remediation and Grading of the North Kincaid Pit (APN No. 8616-022-906)

Assistant City Manager's Recommendation:

That the City Council approve the attached contract with HCG for the preparation of an Initial Study and public review Draft and Final Mitigated Negative Declaration to be prepared in association with a land use entitlement application and remediation and grading work for the proposed remediation and reclamation of North Kincaid Pit.

BACKGROUND

On June 14, 2017, the City and Five Points, LLC (Developer) entered into a Purchase and Sale Agreement (PSA) for the North Kincaid Pit. One of the Conditions to the PSA required the Developer to enter into a remediation and grading agreement with the City. On December 13, 2017, the City Council approved the Agreement for Performance of Remediation and Grading Work (Agreement) at the North Kincaid Pit, contingent upon the City approving a Conditional Use Permit (CUP) for the remediation activities. Environmental analysis is required under the California Environmental Quality Act (CEQA) for land use entitlements, including the CUP and proposed remediation and reclamation project. The approved Agreement identified HCG as the environmental consultant selected to perform the environmental analysis for this project.

The firm of HCG has extensive experience in preparing CEQA documents and significant experience analyzing potential environmental impacts associated with similar remediation and grading projects in the City.

FISCAL IMPACT

The Developer will provide a deposit of \$46,022.00 to cover 100% of the cost for this consultant work. There is no impact to the General Fund.

Review:

Fiscal Impact: JS (Initial of CFO)

Legal Impact: ALV (Initial of Legal Counsel)

Prepared By: Marilyn Simpson, AICP, Principal Planner

Contact: William K. Tam, Development Services Director/City Engineer

Phone: 626-430-2212



Theresa Olivares, Assistant City Manager

Attachment(s):

A – Professional Services Agreement with HCG

ATTACHMENT "A"

CITY OF IRWINDALE CONTRACT SERVICES AGREEMENT FOR ENVIRONMENTAL CONSULTING AND ADVISORY SERVICES WITH HARVEY CONSULTING GROUP, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 14th day of February, 2018, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and Harvey Consulting Group, LLC, 81776 Corte Valdemoro, Indio, CA 92203 (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference which may be referred to herein as the "services" or "work" hereunder. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of Forty-Six Thousand, Twenty-Two Dollars (\$ 46,022.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this

Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Performance Schedule" attached hereto as Exhibit "C" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Performance Schedule (Exhibit "C").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Jeffrey G. Harvey, PhD. is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. The City Manager of the City or his designee is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The Development Services Director shall have the right to designate another Contract Officer by providing written notice to Consultant. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Automotive Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

5.2 Insurance Deductibles and Self-insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

5.3 Other Insurance Provisions. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess to the Consultant's insurance and shall not contribute with it. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an

agreement to indemnify the additional insured would be invalid under Civil Code § 27882(b). General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

b. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

c. Each insurance policy required by this clause shall be endorsed to state that the City shall receive not less than thirty (30) days' prior written notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of any policies of insurance required hereunder.

d. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

f. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officials, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

g. Additionally Insured. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents shall be additional insured under such policies. The provision shall also apply to any excess liability policies.

h. City's Rights of Enforcement of Contract Provisions. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

i. City's Right to Revise Requirements. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such

changes results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's Compensation.

5.4 Insurance Rating. All insurances policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance in the State of California, with an assigned policyholder's Rate of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

5.5 Original Certificates and Amendatory Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by the City. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

5.6 Subconsultants Insurance Coverage. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subconsultants shall be subject to all of the requirements stated herein.

5.7 Additional Insurance. Consultant shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

6. INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, protect, defend and hold free and harmless the City, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Consultant, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants/contractors (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

7. TERM

7.1 Term. Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall commence on the date first written above and continue in full force and effect until the earlier of (i) when the Contract Sum is fully expended, (ii) January 30, 2019. The term of this agreement can be extended with one (1) year renewal option to be exercised in writing by the Contract Officer.

7.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Consultant and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color creed, religion, sex, marital status, national origin, or ancestry.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF IRWINDALE, 5050 N. Irwindale Avenue, Irwindale, California 91706, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

8.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.8 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> INDIVIDUAL</div><div><input type="checkbox"/> CORPORATE OFFICER</div></div> <div style="margin-top: 10px;">_____ TITLE(S)</div>	_____ TITLE OR TYPE OF DOCUMENT
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div><input type="checkbox"/> LIMITED</div></div> <div style="margin-top: 5px;"><input type="checkbox"/> ATTORNEY-IN-FACT</div> <div style="margin-top: 5px;"><input type="checkbox"/> TRUSTEE(S)</div> <div style="margin-top: 5px;"><input type="checkbox"/> GUARDIAN/CONSERVATOR</div> <div style="margin-top: 5px;"><input type="checkbox"/> OTHER _____</div>	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)		
<input type="checkbox"/>	PARTNER(S)	_____
<input type="checkbox"/>	LIMITED	
<input type="checkbox"/>	GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/>	OTHER _____	

SIGNER IS REPRESENTING:

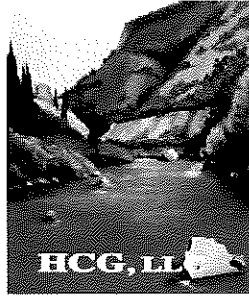
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

See Attached Proposal



Date: January 29, 2018

To: William Tam, P.E.
Community Development Director
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

CC: Fred Galante, City Counsel

From: Jeffrey G. Harvey, Ph.D., Principal & Senior Scientist

Re: Proposal for Preparation of an Initial Study (IS) for Purposes of Adopting a Mitigated
Negative Declaration (MND) for Remediation and Reclamation of the North Kincaid Pit

Dear Mr. Tam:

We are pleased to provide this proposal to prepare an Initial Study for Mitigated Negative Declaration (IS/MND) for remediation and reclamation of the North Kincaid Pit. Our proposed Scope of Services is set forth below, and includes a brief overview of the proposal, followed by a description of all components required to complete the Draft and Final IS/MND process.

The approach is based upon our understanding of the requirements of CEQA, current understanding of the project, previous experience on similar projects in the City, and our discussions with you regarding technical reports that will be available for our use regarding hydrology and stormwater drainage, and site remediation and reclamation work. Attachment 1 presents our proposed schedule, and demonstrates that we are firmly committed to completing the Draft and Final IS/MND in a timely manner (proposed completion by June 2018). Attachment 2 presents our proposed budget, and also includes our standard 2018 hourly rates that would apply if additional services are required.

Harvey Consulting Group, LLC
Environmental Consultants

81776 Corte Valdemoro, Indio, California 92203
Phone: (916) 799-6065 / Email: harvey-jeff@sbcglobal.net

Project Description / Understanding

The North Kincaid Pit is a former aggregate mine in the City of Irwindale. The Pit is located north of Interstate 210 and east of Irwindale Boulevard. The total Pit area covers about 35 acres, of which the City owns approximately 20 acres in the western portion, and the City of Azusa owns approximately 15 acres in the eastern portion of the Pit. The proposed remediation and reclamation subject to this environmental review will cover the entire Pit, and will be used by each City to satisfy California Environmental Quality Act (CEQA) requirements for consideration of Project approval.

The proposed project involves site preparation for backfill, compaction and grading activities to produce a reusable site that lies level with the surrounding properties to the east and north. Prior to backfill, limited excavation will be conducted to remove soil materials contaminated from years of stormwater flow through the property. Concurrent with the cleanup operation, stormwater drainage improvements will be installed to convey stormwater under the I-210 freeway to the South Kincaid Pit. The cleanup and stormwater installation is expected to take approximately six months. Once the cleanup and stormwater improvements are completed, backfill operations will commence, and are expected to take 4 to 5 years, depending upon availability of suitable backfill materials. The total estimated backfill volume is 200,000 cubic yards.

The two cities are proposing to reclaim the site in a manner suitable to support long term land development, most likely commercial development consistent with adjacent existing development on lands to the north and east. The backfill will be accomplished with a mix of clean soil and inert rock and asphalt materials that will be properly compacted in compliance with the City of Irwindale's Mining and Backfill Guidelines so that it is suitable for subsequent development. Trucks will deliver materials to the site via an access driveway located at the western end of the Pit. Dumped materials will then be spread by bulldozers and compacted using graders. Compacted materials will be monitored and measured on a routine basis to ensure uniform compaction throughout the site to a 95 percent compact level deemed suitable for subsequent placement of building foundations and buildings.

This proposal was requested by the City of Irwindale to complete environmental review requirements in support of City decision-making and permits to be acquired from other responsible agencies, including Caltrans for the required stormwater improvements, and the RWQCB for placement of the fill materials.

Scope of Work

The Scope of Work includes:

- 1) Review the proposed excavation and backfill plan, and any supporting technical studies, and conduct research, consultation with City staff, and data collection necessary to prepare a complete and accurate project description on which to base the impact analyses contained in the IS/MND.
- 2) Together with the City, we will assist in consultation with Caltrans and the RWQCB to ensure that elements required to support their decision-making are included in the impact assessment.
- 3) Impacts assessment will focus on water quality, as well as traffic, noise, and air quality, and will be developed based upon other recent environmental review documents prepared for similar projects in the City, and in consultation with City engineering and planning staff. As determined by the City, site specific technical analyses are not required and will not be prepared. This document will identify the range and magnitude of potential impacts, and will focus on mitigation measures that will be implemented to reduce or eliminate those impacts.
- 4) Consistent with requirements for CEQA, identify, discuss and develop appropriate mitigation and a mitigation monitoring and reporting program (MMRP) for any potential short-term and/or long-term significant adverse impacts associated with the Project.
- 5) Provide copies of the first Administrative Draft IS/MND for City staff review, which will be consistent with CEQA and the City's preferred document preparation format and guidelines.
- 6) Provide copies of the screencheck Draft IS/MND, including appendices and exhibits, which incorporate staff's written recommendations and revisions to the IS/MND.
- 7) Provide copies of the City-approved public review Draft IS/MND with appendices, exhibits, MMRP and prepare a Notice of Completion/Notice of Availability. In addition, delivery of the Draft IS/MND will include one copy in digital format (MS Word compatible) and one un-bound reproducible copy.
- 8) Respond to comments made during the Draft IS/MND public review period. HCG will submit written responses to comments and provide copies of the Administrative Final IS/MND documents, which will include all comments on the Draft IS/MND.
- 9) Provide copies of the screencheck Final IS/MND including appendices and exhibits, which will incorporate staff's written recommendations and revisions to the IS/MND, and MMRP.

- 10) Provide copies of the City-approved Final IS/MND with appendices and exhibits. One copy in digital format (MS Word compatible) and one un-bound reproducible copy will also be included.
- 11) Attend up to six (6) meetings, including but not limited to:
 - a) One (1) kick-off meeting with the City Staff, including Irwindale and Azusa staff, and a site visit.
 - b) One (1) meeting with Caltrans and the RWQCB at the City. If either agency declines to meet at the City, we will plan to meet with each agency individually at their respective locations.
 - c) Two (2) meetings with staff to discuss issues regarding the preparation of the screen check draft, the Draft IS/MND, responses to comments and the Final IS/MND.
 - d) Two (2) meetings/hearings with (1) the Planning Commission and (2) the City Council.
 - e) Other meetings, if required, will be accommodated on a time and materials basis.

Preparation of Initial Study

The City has determined that CEQA compliance can be accomplished through preparation of a complete Initial Study for purposes of adopting a Mitigated Negative Declaration, including a mitigation monitoring and reporting program. An *Initial Study* will be prepared for the project, including an *Introduction*, the complete *Project Description*, followed by the *CEQA environmental checklist*.

Impact analyses and text discussions will be prepared to support each checklist item, including:

- 1) explanation of findings of no potential impacts;
- 2) identification of potential impacts; and
- 3) appropriate mitigation measures, if any.

Mitigation measures will be listed in the Initial Study as well as the MMRP and incorporated in the required findings for the Initial Study as a basis to recommend adoption of the Mitigated Negative Declaration.

We will consult with City staff and prepare the *administrative draft, public draft, and final Initial Study* documents for intended use by the City in adoption of a *Mitigated Negative Declaration*, including the *Mitigation Monitoring and Reporting Program*.

Mitigation Monitoring and Reporting Program

Pursuant to CEQA Guidelines Section 15041(a), “a lead agency for a project has authority to require feasible changes in any or all activities involved in the project in order to substantially lessen or avoid significant effects on the environment...” A formal Mitigation Monitoring Program is required to be prepared prior to project approval if adverse impacts have been identified in an Initial Study, and measures have been adopted as conditions of approval to reduce the significance of impacts (PRC §21081.6).

The MMRP must address monitoring to ensure that measures are implemented as required, as well as reporting to maintain a public record of monitoring and mitigation compliance. The purpose of this Plan is to ensure that mitigation measures identified in the IS/MND and incorporated into the project are properly implemented.

The MMRP will be prepared to include the specific mitigation measures identified in the Final IS/MND. It will describe how the measures will be implemented, including timing of implementation, responsible agencies, and monitoring and reporting components.

Notice of Completion/Notice of Availability

HCG will provide the City with a draft of the Notice of Completion (NOC) and Public Notice of Availability for review and approval. Once approved, HCG will prepare a final version and file the NOC with the State Clearinghouse and County Clerk. The NOC will include a brief description of the Project and provide an address where copies of the Draft IS/MND are available and the 30-day period during which comments will be received.

Responses to Comments and Final IS/MND

The Final IS/MND will include:

- Responses to Comments received on the Draft IS/MND;
- The Draft IS/MND with any and all revisions including any errata/clarifications;
- Copies of all comment letters received on the Draft IS/MND; and
- A full listing of all organizations, persons, and public agencies consulted, and those commenting on the Draft IS/MND.

Following the close of the 30-day public review period, we will prepare draft responses to comments received on the Draft IS/MND. HCG will submit written responses to the comments to the City and will prepare the Administrative Final IS/MND document which includes all comments submitted on the Draft IS/MND.

The screencheck Final Draft IS/MND will be prepared based on staff's recommendations and revisions to the Administrative Final IS/MND. Once the document is reviewed and approved, we will provide the City with copies of the City-approved Final IS/MND with appendices and exhibits.

Public Meetings

HCG will attend up to two public meetings including one Planning Commission hearing and one City Council hearing.

City of Irwindale Planning Commission Meeting / Hearing

HCG will participate in one meeting of the City Planning Commission, who will review and consider recommending approval of the Project. The hearing would occur during the Draft IS/MND 30-day public review and comment period. The purpose of this meeting is to provide information on the contents and conclusions contained in the Draft IS/MND and to provide a formal opportunity for citizens and agencies to provide input.

For the meeting, HCG will prepare and participate in delivering a presentation regarding the project description, the CEQA process, and the conclusions of the Draft IS/MND.

City of Irwindale Council Meeting / Hearing

HCG will participate in one meeting of the City Council to consider certification of the Final IS/MND for the Project. The purpose of the meeting is to provide a formal presentation to the Council members and the general public regarding the Proposed Project, conclusions of the IS/MND with respect to potential environmental effects, and a summary of public comments and concerns expressed throughout the environmental review process. For the meeting, we will prepare and participate in delivering a presentation to the City Council and will be available to answer questions and support City staff.

Notice of Determination

If the City certifies the IS/MND and votes to approve the Project, we will provide the City with a draft of the Notice of Determination (NOD) for review and approval. Once approved, HCG will prepare a final version and file the NOD with the State Clearinghouse. The NOD will indicate the final action/outcome taken by the City Council with respect to the Final IS/MND and Project. The NOD must be filed within five business days of the project approval to trigger the 30-day appeal period. Failure to file the NOD within five days will result in a 180-day appeal period.

Key Assumptions Regarding Scope of Work and Budget:

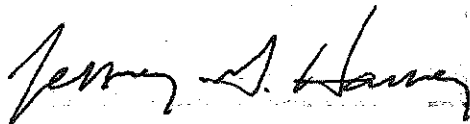
- The Scope of Work may be refined at an initial kick-off meeting and may be reduced or expanded as appropriate to reflect a more detailed or revised project description.

- Report copy costs are highly variable depending upon number of hard copies desired, use of color and oversize exhibits, binding preference, use of and type of section dividers, number of CD copies, and similar choices. We will work with the City to determine preferences as the document is developed, and copies will be billed at direct cost (no mark-up).
- The Final IS/MND scope assumes no more than 10 comment letters requiring up to 4 master responses.
- The budget is presented as a not-to-exceed cost; individual tasks are not fixed, and actual costs may be shifted as needed between tasks.
- Relevant mapping and graphics that have been developed by the City will be made available in a useable electronic format for development of supporting graphics in the IS/MND.
- The City will be responsible for filing required notices in the local newspaper and with the City Clerk and County Clerk.
- The City of Irwindale and City of Azusa have entered into an MOU regarding this project, and the City of Azusa will also utilize the document as a basis of its approval decision. We have not included additional time for meetings with the City of Azusa, or attendance at their Planning Commission and Council meetings. If the City of Azusa does desire to have additional support from us, we will be happy to do so under a separate scope of work.

Conclusion

Thank you again for this opportunity to be of service to the City of Irwindale. Please don't hesitate to call me at (916) 799-6065 if you believe that any assumptions should be revised, or if you have any questions or need additional information.

Sincerely,



Jeffrey G. Harvey, Ph.D.
Principal & Senior Scientist

Attachments:

- Table 1: Detailed Budget Breakdown
- Table 2: Proposed Schedule

**Table 1: Detailed Budget Breakdown
Initial Study and Mitigated Negative Declaration for
Remediation and Reclamation of the North Kincaid Pit**

Task	Personnel	Rate	Hours	Total
Project Management	Harvey	\$195	32	\$6,240
		Subtotal:		\$6,240
Draft IS/MND Preparation & NOC / NOA	Harvey	\$195	60	\$11,700
	Miller	\$160	48	\$7,680
	Production Staff	\$65	24	\$1,560
		Subtotal:		\$20,940
Final IS/MND & NOD	Harvey	\$195	24	\$4,680
	Miller	\$160	16	\$2,560
	Production Staff	\$65	8	\$520
		Subtotal:		\$7,760
Staff and Public Meetings	Harvey	\$195	32	\$6,240
	Miller	\$160	12	\$1,920
		Subtotal:		\$8,160
Mileage: 1,200 miles @ \$.56				\$672
Report Copies (Estimated 30 copies @ \$75 each) (*To be billed at cost and estimated for 15 copies of each Draft and Final documents (30 copies total). Costs may vary depending upon number of hard copies requested, color and oversize exhibits, binding preference, use of dividers, number of CD copies, and similar choices.)				\$2,250
		Subtotal:		\$2,922
Total:				\$46,022

**Table 2: Proposed Schedule
Initial Study and Mitigated Negative Declaration for
Remediation and Reclamation of the North Kincaid Pit
February 15, 2018 Start Date**

Action / Deliverables*	Date / Timing
Task Order Approval	February 15, 2018
Draft IS/MND <ul style="list-style-type: none"> • Project Description • Administrative Draft IS/MND • Lockdown Meeting with City to produce Public Review Draft IS/MND • Public Review Draft IS/MND 	February 22, 2018 April 9, 2018 Week of April 16 - 20 April 28, 2018
Notice of Completion / Notice of Availability Draft IS/MND Review Period (30 Days, includes one public meeting)	April 28 – May 28, 2018
Responses to Comments & Final IS/MND <ul style="list-style-type: none"> • Final IS/MND complete 	June 2018 <i>To be completed with City Staff in a one-day working session as needed to meet the Council meeting agenda deadline</i>
8. Final IS/MND Certification (& Decision on Project) at Planning Commission and City Council Meetings	June 2018
9. Submit Notice of Determination	(within 5 days of City Council approval)

[*Deliverables for each task highlighted in **bold italics**]

EXHIBIT "B"

SCHEDULE OF COMPENSATION

**Table 1: Detailed Budget Breakdown
Initial Study and Mitigated Negative Declaration for
Remediation and Reclamation the North Kincaid Pit**

Task	Personnel	Rate	Hours	Total
Project Management	Harvey	\$195	32	\$6,240
			Subtotal:	\$6,240
Draft IS/MND Preparation & NOC / NOA	Harvey	\$195	60	\$11,700
	Miller	\$160	48	\$7,680
	Production Staff	\$65	24	\$1,560
			Subtotal:	\$20,940
Final IS/MND & NOD	Harvey	\$195	24	\$4,680
	Miller	\$160	16	\$2,560
	Production Staff	\$65	8	\$520
			Subtotal:	\$7,760
Staff and Public Meetings	Harvey	\$195	32	\$6,240
	Miller	\$160	12	\$1,920
			Subtotal:	\$8,160
Mileage: 1,200 miles @ \$.56				\$672
Report Copies (Estimated 30 copies @ \$75 each) (*To be billed at cost and estimated for 15 copies of each Draft and Final documents (30 copies total). Costs may vary depending upon number of hard copies requested, color and oversize exhibits, binding preference, use of dividers, number of CD copies, and similar choices.)				\$2,250
			Subtotal:	\$2,922
Total:				\$46,022

EXHIBIT "C"

PERFORMANCE SCHEDULE

**Table 2: Proposed Schedule
Initial Study and Mitigated Negative Declaration for
Remediation and Reclamation of the North Kincaid Pit
February 15, 2018 Start Date**

Action/Deliverables*	Date / Timing
Task Order Approval	February 15, 2018
Draft IS/MND	
• Project Description	February 22, 2018
• Administrative Draft IS/MND	April 9, 2018
• Lockdown Meeting with City to produce Public Review Draft IS/MND	Week of April 16 - 20
• Public Review Draft IS/MND	April 28, 2018
Notice of Completion / Notice of Availability Draft IS/MND Review Period (30 Days, includes one <i>public meeting</i>)	April 28 – May 28, 2018
Responses to Comments & Final IS/MND	
• Final IS/MND complete	June 2018 <i>To be completed with City Staff in a one-day working session as needed to meet the Council meeting agenda deadline</i>
Final IS/MND Certification (& Decision on Project) <i>at Planning Commission and City Council Meetings</i>	June 2018
Submit <i>Notice of Determination</i>	(within 5 days of City Council approval)

[*Deliverables for each task highlighted in ***bold italics***]

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

FEB 14 2018

Date: February 14, 2018
To: Honorable Mayor and Members of the City Council
From: Fred Galante, City Attorney
Issue: Employment Agreement – City Manager and Appropriation of Funds Related to City Manager Transition

City Attorney's Recommendation:

That the City Council authorize the execution of the attached City Manager Employment Agreement, appoint William Tam to the position of City Manager effective February 15, 2018, and approve Resolution No. 2018-12-3006 approving the employment agreement and authorizing the appropriation of funds for higher payroll benefit costs for newly appointed City Manager; subject to approval as to form by the City Attorney.

Background and Analysis:

With the retirement of previous City Manager John Davidson, the City was in a position to initiate a selection process for his successor.

The City Council directed the City Attorney's office to negotiate the terms of an employment agreement with current Development Services Director/ City Engineer William Tam, for the position of City Manager.

Mr. Tam was hired by the City of Irwindale as the Public Works Director/ City Engineer in September of 2001. On July 1, 2017, he was appointed as the Development Services Director/ City Engineer following a reorganization of the City's Public Works/Engineering and Community Development Departments. Mr. Tam also previously served as Acting City Manager for the City.

Should City Council approve the agreement and appoint Mr. Tam to the position of City Manager, it is anticipated the Development Services Director/ City Engineer classification will not immediately be filled and City Council will be presented with a reorganization plan for consideration in the near future.

The terms of the employment agreement are outlined below and generally mirror the prior City Manager's agreement.

Term: 2 years (February 15, 2018 – February 14, 2020)

Salary: A base salary of \$206,292 that is reflective of salary earned by previous City Manager

Auto: Provide with City vehicle

Severance: 6 months for termination without cause

Reappointment: Temporary right of re-appointment to Development Services Director/ City Engineer upon mutual agreement, up to one year following the effective date of this agreement unless a new Development Services Director/ City Engineer (or comparable position) is appointed first

Other Benefits: All other benefits included reflect those that are currently afforded to other management employees

Fiscal Impact:

Appointing Mr. Tam as City Manager will require appropriating additional funds to cover higher payroll benefit costs. Mr. Tam was originally hired in 2001, and therefore falls under Tier 1 benefit rates for CalPERS, and Mr. Tam is also in the PARS Retirement Enhancement Program. The previous City Manager received Tier 2 CalPERS benefits with lower rates, and was not in the PARS program. The additional appropriation required to cover the higher benefit costs for the remainder of the current fiscal year is \$10,500, which is distributed 60% to General Fund (\$6,300) and 40% to Special Mining (\$4,200).

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: approved electronically on 2/8/18 (Initial of Legal Counsel)

Prepared By: Mary Hull, Human Resources/ Risk Manager

Contact Person: Fred Galante, City Attorney

approved electronically on 2/8/18 by Adrian Guerra for
Fred Galante, City Attorney

Attachment(s):

(1) Resolution No. 2018-12-3006: A Resolution of the City Council of the City of Irwindale Approving City Manager Employment Agreement and Approving an Appropriation of Funds for Higher Payroll Benefit Costs for Newly Appointed City Manager

(2) City Manager Employment Agreement

RESOLUTION NO. 2018-12-3006

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING CITY MANAGER EMPLOYMENT AGREEMENT AND
APPROVING AN APPROPRIATION OF FUNDS FOR HIGHER PAYROLL
BENEFIT COSTS FOR NEWLY APPOINTED CITY MANAGER**

WHEREAS, the retirement of the previous City Manager required the initiation of a selection process for a successor; and

WHEREAS, direction was provided to the City Attorney's office to negotiate the terms of an employment agreement with the current Development Services Director/ City Engineer for the position of City Manager; and

WHEREAS, although the initial base salary for the newly appointed City Manager is reflective of the base salary of previous City Manager, the payroll benefit costs for the newly appointed City Manager are higher due to his inclusion in a more costly retirement tier (Tier 1) than the previous City Manager.

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated by reference herein.

SECTION 2. The City Council hereby approves the City Manager Employment Agreement appointing William Tam to the position of City Manager and authorizes the Mayor to execute the City Manager Employment Agreement; subject to approval as to form by the City Attorney.

SECTION 3. The newly appointed City Manager was originally hired in 2001, and therefore falls under Tier 1 benefit rates for CalPERS, and is also in the PARS Retirement Enhancement Program. The previous City Manager received Tier 2 CalPERS benefits with lower rates and was not in the PARS program. Therefore, an additional appropriation in the amount of \$6,300 from the General Fund and \$4,200 from the Special Mining Fund is hereby approved for the higher payroll benefit costs for the newly appointed City Manager for the remainder of the 2017-2018 fiscal year.

SECTION 4. This resolution shall be effective on February 15, 2018. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of February, 2018.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2018-12-3006 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th day of February, 2018 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
CITY MANAGER
EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 14th day of February 2018, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and WILLIAM TAM, an individual ("Employee").

RECITALS

WHEREAS, Employee was appointed as the City's Public Works Director/City Engineer on September 24, 2001; and

WHEREAS, on July 1, 2017, Employee was appointed as the Development Services Director/ City Engineer following a reorganization of the City's public works/ engineering and community development departments in accordance with the terms and conditions of the Director of Development Services Employment Agreement dated July 1, 2017 ("Director of Development Services Agreement"); and

WHEREAS, the City Council now desires to appoint Employee to serve in the position of city manager for the City, which position is prescribed by state law and the City's Charter and Municipal Code; and

WHEREAS, City Manager desires to perform and assume responsibility for the provisions of professional services to the City as its city manager; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's services to the City and its related agencies through this Agreement; and

WHEREAS, this Agreement is intended to supersede all prior agreements and amendments thereto between the City and Employee with respect to Employee's employment with the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs William Tam as city manager for the City to perform the functions and duties of the city manager, as specified in the City's Charter and Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. Employee shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of city manager will require Employee to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 8:00 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of city manager

1.4 Employment Status. Upon appointment to the city manager position, Employee shall continue to serve at the will and pleasure of the City Council and understands that he shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City's competitive service system pursuant to Irwindale Municipal Code §2.13.050(F).

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base annual compensation shall be Two Hundred and Six Thousand Two Hundred and Ninety Two Dollars and No Cents (\$206,292.00) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Council and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2.

2.3 Effectuating Salary Adjustment. Employee shall be entitled to so-called cost of living adjustments ("COLA") to the Salary, as received by Management employees of the Irwindale Management Employee Association ("IMEA"), pursuant to the applicable Memorandum of Understanding between the City and IMEA, as the same may be modified for all such IMEA members by resolution of Council from time to time ("IMEA MOU"). The COLA, if any, shall be considered separate from the adjustment of Salary based upon Employee's performance, following the annual performance reviews performed in accordance with Section 5.2 of this Agreement.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 12:01 a.m. Pacific daylight savings time on February 15, 2018 or such earlier date upon which the City Council and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for two (2) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on February 14, 2020) and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Council may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The City Council's right to terminate Employee pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the city manager under the City's Personnel Rules, Municipal Code, or under other state or federal

law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of city manager. Upon appointment to the city manager position, Employee remains an at-will employee serving at the pleasure of the City Council.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law, 6) Violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) Violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) Use or possession of illegal drugs, 9) Engaging in conduct tending to bring embarrassment or disrepute to the City, 10) Any illegal or unethical act involving personal gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, and 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. By providing Employee at least thirty (30) days' prior written notice thereof, the City Council may terminate Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

3.5 Temporary Right of Re-Appointment to Development Services Director/ City Engineer or Comparable Position. Until such time as the City has appointed a Development Services Director/ City Engineer or comparable position (e.g. City Engineer, Director of Development Services, Public Works Director, Public Works Director/ City Engineer or similar position), but in no event later than one year following the Effective Date of this Agreement, the City and Employee may, for any reason, upon mutual agreement elect to revert Employee to his previous position of Development Services Director/ City Engineer in lieu of having Employee continue to serve as city manager.

(a) Salary in the Event of Re-Appointment. Upon the effective date of such re-appointment, Employee shall be paid his previous annual salary of One Hundred Seventy Five Thousand Two Hundred Dollars and No Cents (\$175,200.00), which is the salary for the of Development Services Director/ City Engineer position effective as of August 27, 2017, plus any cost of living adjustments provided to IMEA members since August 27, 2017. The agreement between the City and Employee to re-appoint Employee to the position of Development Services Director/ City Engineer shall not be considered a termination of Employee, and accordingly Employee shall not be eligible for any severance as provided in Article 4.0 below as a result of such re-appointment. In the event of such re-appointment, the City and Employee agree to amend this Agreement as necessary to reflect Employee's position title as Development Services Director/ City Engineer and reduced salary.

(b) Termination of Right of Re-Appointment. The right of the City and Employee to mutually agree to revert Employee to his previous position of Development Services Director/ City Engineer in lieu of having Employee continue to serve as city manager shall terminate automatically upon the earlier of the following to occur: i) the appointment of a Development Services Director/ City Engineer or comparable position (e.g. City Engineer, Director of Development Services, Public Works Director, Public Works Director/ City Engineer or similar position) as a successor to Employee, or ii) one year following the Effective Date of this Agreement (i.e. February 14, 2019).

4.0 SEVERANCE

4.1 Severance Pay. In the event Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event

of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.3 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Council shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Council's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Automobile Allowance. City shall provide Employee with a City vehicle, fuel and maintenance, for official and personal use. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.2 Technology/Cell Phone Allowance. City shall provide Employee with a technology allowance in the amount of One Hundred Twenty-Five Dollars and No Cents (\$125.00) per month, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.3 Education Incentive. The City shall provide an additional amount of One Thousand Eight Hundred Dollars and No Cents (\$1,800.00) per year as an education incentive to Employee's Salary, if he has at minimum a Bachelor's Degree from a four-year college or higher. This compensation will be paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

6.4 Bilingual Pay. The City shall pay Employee an additional two and one-half percent (2½%) of his Salary as bilingual pay incentive upon passing an appropriate verbal

bilingual exam as determined by the City, if Employee is proficient in Spanish and/or American Sign Language and is required to use such language(s) during the course of City business. This compensation will be paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

6.5 Medical, Dental, Vision and Other Insurance. The City shall provide to Employee the same group medical, dental, and vision insurance plans offered to IMEA members, as provided in the applicable IMEA MOU. The City shall provide and pay for a life insurance policy for Employee with coverage in the amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents (\$5,000.00) each. The City shall also provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Employee in the amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00).

In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to reimbursement from the City of one-half (1/2) of the average monthly cost to the City for single employee medical coverage only. The City shall have the sole and unfettered right to determine whether Employee has satisfactorily demonstrated substantially equivalent medical, dental and vision coverage, and Employee must, at least annually, provide written proof of such substantially equivalent medical, dental, and vision coverage in a form satisfactory to the City. Any such reimbursement payment described in this paragraph shall be made bi-weekly through the regular payroll system, and such payment shall not add to Employee's base pay.

Consistent with retiree health benefits provided to IMEA members hired prior to January 1, 2011, should Employee retire from the City as a CalPERS eligible retiree, Employee and his dependents will receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan. Retiree medical will be implemented in accordance with the terms and qualifications for receipt of such retiree medical benefits afforded to IMEA members under the applicable IMEA MOU.

Employee shall be eligible to continue to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The City's FSA plans presently maintain a cap of Five Thousand Dollars (\$5,000) for dependent care expenses and Two Thousand Six Hundred Fifty Dollars (\$2,650) for health care expenses, which caps may be adjusted based on revisions to IRS regulations. Employee's participation in such plans is voluntary and Employee shall be solely responsible for any desired plan contributions. The Parties agree that the City has not provided legal or tax advice to Employee as to whether dependent care and health care expenses are legally tax deductible to or by Employee.

6.6 PERS. Employee is a "classic" member of CalPERS and shall continue to participate in the City's 2% at 55 formula. Such formula is subject to the following CalPERS contract provisions: (i) Fourth level of 1959 Survivors Program; (ii) Military service as public service; (iii) average monthly pay rate and special compensation for highest twelve (12)

consecutive months; (iv) improved non-industrial disability allowance; (v) post-retirement survivor allowance; and (vi) credit for unused sick leave. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee. The payments will be reported as being those of Employee and credited to his individual account with CalPERS.

6.7 PARS. The City participates in PARS, which affords all full time hired before January 1, 2013, the retirement benefit commonly referred to as "1% at 55". The City shall continue to pay Employee's share of all required contributions to PARS, as provided in the applicable IMEA MOU.

6.8 Deferred Compensation. Employee may, at his sole cost and expense, participate in the City's Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) ICMA-RC, and (b) the Nationwide Retirement Solutions plans. Employee acknowledges that City does not provide any matching benefits or other payments toward the Deferred Compensation Program.

6.9 Vacation Leave. Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of three hundred (300) hours, over which he shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring his accrual down to the three hundred (300) hour accrual cap. The number of hours accrued bi-weekly, based on service with the City of Irwindale only, is as follows:

Years of service	Hours accrued bi-weekly
0-4	3.693
4-10	4.616
10-11	4.923
11-12	5.231
12-13	5.539
13 +	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Employee's anniversary date of original employment with the City.

6.10 Sick Leave. Employee shall accrue sick leave at the rate of 3.693 hours bi-weekly. Employee's use of sick leave shall be as provided in the Irwindale Personnel Rules. With respect to buy back of unused sick leave, Employee, upon termination or cash in request, shall be provided sick leave buy back at the following rates:

over 100 days	25% of total sick leave value
61 - 100 days	50% of total sick leave value
0- 60 days	75% of total sick leave value

For purposes of this section, one (1) day shall be equivalent to 9.5 hours of accrued sick leave.

6.11 Cash-out of Vacation and Sick Leave. Elective cash-out of vacation and sick leave accruals may be made anytime by means of a regular payroll check (no separate check will be issued) and/or by separate check limited to four times a year (first pay period in September, December, March, and June), up to the combined vacation and sick leave cash-out limit of one hundred (100) hours total per fiscal year.

6.12 Holidays. From and after the Effective Date, Employee shall be entitled to the holidays listed in this Section 6.12 below. In the event the applicable IMEA MOU is amended to include additional holidays, then Employee shall be entitled to such additional holidays as provided to IMEA members.

1.	New Year's Day	January 1
2.	Cesar Chavez Day	March 31
3.	Martin Luther King Jr. Day	Third Monday in January
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Thanksgiving Day	Fourth Thursday in November
8.	Day After Thanksgiving Day	Fourth Friday in November
9.	Christmas Eve (1/2 Day)	December 24
10.	Christmas	December 25
11.	New Year's Eve (1/2 Day)	December 31

6.13 Floating Holiday. Employee has already been provided one hundred forty (140) hours of holiday time for the 2018 calendar year as Development Services Director/ City Engineer for the City and he shall not be provided any additional time for the 2018 calendar year by virtue of his appointment to the position of city manager. In subsequent years beginning in 2019, at the beginning of each calendar year, Employee shall be provided a total holiday leave bank for the calendar year of one hundred forty (140) hours per year for holidays, reduced by the number of scheduled holiday hours for that calendar year. (At the beginning of each calendar year, the City will determine and distribute its holiday schedule. When any of the holidays fall on a regular work day (Monday-Thursday) or a Sunday holiday which is celebrated on the following Monday, as determined by the City Manager, nine and one half (9.5) hours will be deducted from the holiday bank of one hundred forty (140) hours for each such holiday (with 4.75 hours to be deducted for ½ day holidays). In no event will such deduction result in a negative holiday bank account balance. Employee will be then be credited with the balance, if any, of the remaining holiday bank hours which may be used as floating holiday time in a manner similar to that of vacation time.)

All floating holiday time must be used in the calendar year in which it was credited to Employee. Any and all unused floating holiday time will be cashed out in January of the following calendar year.

6.14 Bereavement Leave. From and after the Effective Date, Employee shall be entitled to such bereavement leave equal to four (4) days, totaling not more than 38 hours (4 days x 9.5 hours per work day). In the event the IMEA MOU is amended to provide IMEA members additional bereavement leave, then Employee shall be afforded such additional bereavement leave as provided to IMEA members pursuant to the IMEA MOU then in effect.

6.15 Administrative Leave. Employee was provided sixty (60) hours of administrative leave for the 2018 calendar year as Development Services Director/ City Engineer for the City and he shall not be provided any additional time for the 2018 calendar year by virtue of his appointment to the position of city manager. Beginning the 2019 calendar, Employee shall accrue administrative leave at the rate of sixty (60) hours per year, which hours shall be credited to Employee the first pay period in January of each calendar year. Administrative leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to Employee. Administrative leave shall not be carried over from year-to-year. Any and all unused administrative leave hours will be cashed out and included in the first paycheck in January of the following calendar year. Additionally, any unused administrative leave hours shall be cashed out upon separation of Employee.

6.16 Jury Duty. Employee shall receive full pay and benefits while responding to a jury summons or serving on a jury, for up to ten (10) working days. Any compensation for such jury duty (except travel pay) shall be remitted to the City.

6.17 Witness Leave. If Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency, Employee shall be entitled to be absent from work at the Employee's regular rate of pay, provided that ny fees, except mileage, are deposited with the City.

6.18 Business Related Equipment. The City shall supply Employee a portable laptop computer (inclusive of office docking station) in order to perform duties as outlined in Section 1.1.

6.19 Annual Service Award Pay. Employee shall be entitled on his fifth (5th) consecutive employment year with the City to "Annual Service Award" pay of twenty dollars (\$20.00) for each year worked, which shall be paid in December of the qualifying year at the Employee Annual Service Award Luncheon. If there is no Award Luncheon planned for the year, the annual service award will be paid the first pay day in December of the qualifying year.

6.20 EAP Program. The City shall pay the premium for participation in an Employee Assistance Program for Employee and his dependents.

6.21 State Disability Insurance. Employee will remain a participant in the state-sponsored short-term disability program at no expense to the City.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Council.

7.2 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Council may, in his sole discretion, approve such unbudgeted expenditures if he deems it in the best interests of the City.

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

Mayor
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

To Employee:

William Tam
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 AB 1344. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv)

any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to the termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of his or her office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "B".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Irwindale has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF IRWINDALE

Mark A. Breceda, Mayor

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

Fred Galante, City Attorney

EMPLOYEE

William Tam

EXHIBIT "A"

[City Manager Job Description]

CITY MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under policy direction, plans, directs, manages and oversees the activities and operations of the City of Irwindale including the Community Development, Finance, Library, Police, Public Works, Recreation, and Senior Center Departments, Human Resources and City Clerk's Offices; serves as chief executive officer of the City insuring that public services are delivered in an efficient and effective manner; implements policy decisions made by City Council; facilitates the development and implementation of City goals and objectives; and provides highly complex administrative support to the City Council.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assumes full management responsibility for all City operations; assesses ongoing operational needs through department heads and determines best organizational structure to meet goals and objectives; develops, recommends and administers policies and procedures.
2. Directs the development and implementation of the City's goals, objectives, policies and priorities.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Plans, directs and coordinates, through department heads, the work plan for the City; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems.
5. Assesses and monitors work load, administrative support systems, and internal reporting relationships; identifies opportunities for improvement.
6. Selects, motivates, and evaluates personnel; resolves personnel concerns and issues.
7. Oversees the development and administration of the City budget; approves the forecast of funds needed for staffing, equipment, materials and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary; keeps Council advised of financial conditions, program progress, and present and future needs of the City.
8. Explains, justifies, and defends City programs, policies, and activities; negotiates and resolves sensitive and controversial issues.

9. Represents the City to all departments and outside agencies; coordinates City activities with those of other cities, counties, and outside agencies and organizations.
10. Provides staff assistance to the City Council; prepares and presents staff reports and other necessary correspondence; provides advice and consultation to the City Council on the development and implementation of City programs and services.
11. Represents the City to all departments and outside agencies; coordinates City activities with those of other cities, counties and outside agencies and organizations.
12. Confers with department heads and managers concerning administrative and operational problems, work plans, and strategic plans; makes appropriate decisions or recommendations; oversees the preparation and implementation of long range plans for the City.
13. Serves as a resource for the City Council, department personnel, City staff, other organizations, and the public; coordinates pertinent information, resources, and work teams necessary to support a positive and productive environment.
14. Performs all duties as may be prescribed by City Council action; directs the preparation of plans and specifications for work that the City Council orders.
15. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public administration.
16. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
17. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services, and activities of a municipality.
 Advanced principles and practices of public administration and local government administration.
 Current social, political, and economic trends and operating characteristics/problems of municipal government.
 Principles and practices of program development and administration.
 Government, council, and local and state legislative processes.
 Principles and practices of fiscal and strategic planning.
 Methods of analyzing, evaluating, and modifying administrative procedures.
 Principles and practices of municipal finance and budget preparation and administration.
 Methods and techniques for goal setting and program evaluation.
 Principles of supervision, training, and performance evaluation.
 Principles of effective public relations and interrelationships with community groups and agencies, the private sector, and other levels of government.
 Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
 Pertinent federal, state, and local codes, laws, and regulations.

Ability to:

Manage and direct the operations, services and activities of a major municipality.
Plan, organize, and direct the work of staff.
Select, supervise, train, and evaluate staff.
Delegate authority and responsibility.
Negotiate and resolve complex issues.
Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
Prepare clear and concise administrative and financial reports.
Prepare and administer large and complex budgets.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques.
Interpret and apply federal, state, and local policies, laws, and regulations.
Respond to inquiries or complaints and explain regulations and procedures to the general public, members of the business community, and representatives of other agencies and organizations.
Effectively present information to top management, public groups, and/or boards of directors.
Exercise sound, independent judgment within general policy guidelines.
Deal constructively with conflict and develop consensus.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or related field. A Master's degree is desirable.

Experience:

Ten years of progressively responsible experience in municipal government including five years of management and administrative experience.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer

keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

EXHIBIT "B"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

EXHIBIT "C"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Irwindale, a charter city and municipal corporation (hereinafter referred to as "THE CITY"), and _____, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will City Manager effective _____ serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE had previously been employed as THE CITY's at-will Public Works Director/ City Engineer since September 24, 2001 and of Development Services Director/ City Engineer since July 1, 2017. EMPLOYEE is currently ____ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and ____ cents (\$_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return

receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary.** By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the

respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

Mayor
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
[NAME]

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

FEB 14 2018

Date: February 14, 2018
To: Honorable Mayor and Members of the City Council
From: Fred Galante, City Attorney
Issue: Proposed Amendment of Sex Offender Residency Restriction Ordinance

Assistant City Manager's Recommendation:

That the City Council conduct first reading for the adoption of Ordinance No. 721 entitled "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA REPEALING AND REPLACING IRWINDALE MUNICIPAL CODE CHAPTER 8.32 (SEX OFFENDER RESIDENCY AND LOITERING RESTRICTIONS) OF TITLE 8 (HEALTH AND SAFETY) REGARDING REGISTERED SEX OFFENDERS." Reading shall be by title only and waiving further reading thereof.

Background and Analysis:

On November 7, 2006, the voters of the State of California overwhelmingly approved Proposition 83, the Sexual Predator Punishment and Control Act, commonly known as Jessica's Law, codified as California Penal Code section 3003.5. Jessica's Law prohibits any person who is required to register as a sex offender under California Penal Code sections 290 et seq. from residing within 2,000 feet of a public or private school or any park where children regularly gather (Cal. Penal Code § 3003.5(b)), and permits stricter local regulation of sex offender residency (Cal. Penal Code § 3003.5(c)); and

Relying on the authority set forth in California Penal Code subsection 3003.5(c) and its police power, the City Council of the City of Irwindale, like many other cities in the state of California, adopted Ordinance No. 635, adding Chapter 8.32, Sex Offender Residency and Loitering Restrictions, to the Irwindale Municipal Code. Chapter 8.32 applies to any person required to register under Section 290 of the Penal Code.

Chapter 8.32 prohibits a sex offender from the following: residing within 500 feet of a child care center, public or private school, or park; residing within 500 feet of a property where another sex offender resides; residing with another sex offender in a single-family home; residing in a unit in a multi-family dwelling; residing in a unit in a multi-family dwelling if another sex offender resides there also; sharing a hotel/motel room with another registered sex offender; and permanently residing in a hotel/motel room if another sex offender is also a permanent resident of the hotel/motel.

In 2015, the California Supreme Court issued a decision in *In re Taylor*, (2015) 60 Cal. 4th 1019. The Court ruled that the blanket enforcement of the residency restrictions in Penal Code section 3003.5 against sex offender parolees in San Diego County was

unconstitutional. The Court found that such enforcement "greatly increased homelessness" among sex offender parolees and "hindered their access to medical treatment, drug and alcohol dependency services, psychological counseling and other rehabilitative social services available to all parolees, while further hampering the efforts of parole authorities and law enforcement officials to monitor, supervise, and rehabilitate them in the interests of public safety." (*Id.* at 1023, 1040.)

In 2016, the Court of Appeal decided *People v. Lynch* (2016) 2 Cal. App. 5th 524, which held that the residency restrictions of Penal Code section 3003.5 apply only to sex offender parolees.

In light of the *Taylor* and *Lynch* cases, Chapter 8.32 is likely largely unenforceable. In addition, attorney Janice Bellucci sent the attached letter to the City of Irwindale threatening litigation if the City does not repeal or amend its ordinance to comply with the recent court holdings.

Most cities have chosen to repeal or replace their sex offender residency restrictions. Some cities have litigated, but so far to no success. Specifically, 26 cities have been sued. Of these 26, we could not find any case where the City prevailed. Most cases have been dismissed as part of a settlement, and we were able to determine that cities paid attorneys' fees in the range of \$2,000 (Bell Gardens) to \$60,000 (Murrieta).

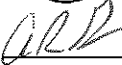
It does not look like defending current residency restrictions is in the interest of the City, as no other city has had success or interest in doing so. If the Council repeals and replaces the ordinance before Ms. Bellucci's clients file suit against the City, no attorney fees will be required. The proposed ordinance would only apply to sex offender parolees, does not include any separation requirements for sex offenders' residency, and limits sex offender parolees' residence to one sex offender per dwelling unit, unless related by blood or marriage. This ordinance was adopted in several cities pursuant to settlement with attorney Bellucci's clients, most recently in San Dimas.

Fiscal Impact:

None.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By / Contact: Fred Galante, City Attorney
Phone: (626) 430-2200


Theresa Olivares, Assistant City Manager

ATTACHMENTS:

Proposed ordinance entitled "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA REPEALING AND REPLACING IRWINDALE MUNICIPAL CODE CHAPTER 8.32 (SEX OFFENDER RESIDENCY AND LOITERING RESTRICTIONS) OF TITLE 8 (HEALTH AND SAFETY) REGARDING REGISTERED SEX OFFENDERS."

Letter from Ms. Janice Bellucci to Mayor Breceda

ORDINANCE NO. 721

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA REPEALING AND REPLACING IRWINDALE MUNICIPAL CODE CHAPTER 8.32 (SEX OFFENDER RESIDENCY AND LOITERING RESTRICTIONS) OF TITLE 8 (HEALTH AND SAFETY) REGARDING REGISTERED SEX OFFENDERS

WHEREAS, on November 7, 2006, the voters of the State of California overwhelmingly approved Proposition 83, the "Sexual Predator Punishment and Control Act," commonly known as "Jessica's Law," so as to better protect Californians, and, in particular, to protect the State's children from sex offenders; and

WHEREAS, Proposition 83, codified as California Penal Code section 3003.5, prohibits any person who is required to register as a sex offender per California Penal Code sections 290 *et seq.* from residing within 2,000 feet of a public or private school or any park where children regularly gather (Cal. Penal Code § 3003.5(b)), and permits local regulation of sex offender residency (Cal. Penal Code § 3003.5(c)); and

WHEREAS, in reliance on the authority set forth in California Penal Code subsection 3003.5(c) and its police power, the City Council of the City of Irwindale, like many other cities in the state of California, adopted Ordinance No. 635, adding Chapter 8.32 to the Irwindale Municipal Code ("IMC"), entitled "Sex Offender Residency and Loitering Restrictions," (the "Ordinance"); and

WHEREAS, the Ordinance prohibits a sex offender from: (i) residing as a permanent or temporary resident in any residential exclusion zone, where "residential exclusion zone" is defined as all properties located within five hundred feet of a child care center, public or private school, or park; (ii) residing as a permanent or temporary resident on a property within five hundred feet of another property on which a separate registered sex offender is a permanent or temporary resident, unless those sex offenders are related by blood, marriage, or adoption; (iii) residing as a temporary or permanent resident in a single-family dwelling, or same dwelling unit of a multi-family dwelling, if such dwelling is already occupied by another sex offender, unless those persons are legally related by blood, marriage, or adoption; (iv) residing in a unit in a multi-family dwelling (*e.g.* duplex, apartment house, condominium complex, etc.) as a permanent resident if there is another unit in that multi-family dwelling already rented or otherwise occupied by a registered sex offender as a permanent resident, unless those persons are legally related by blood, marriage, or adoption; (v) renting or otherwise occupying as a temporary or permanent resident the same guest room in a hotel with another registered sex offender, unless those persons are legally related by blood, marriage, or adoption; or (vi) renting or otherwise occupying a guest room in a hotel as a permanent resident if there is another guest room in that hotel that is already rented or otherwise occupied by a registered sex offender as a permanent resident, unless those persons are legally related by blood, marriage, or adoption. These restrictions may be referred to collectively as the "Residency Restrictions"; and

WHEREAS, the Ordinance provides that its restrictions apply to “registered sex offenders,” which term is defined as “any person who is required to register under section 290 of the California Penal Code, regardless of whether that person is on parole or probation”; and

WHEREAS, on March 2, 2015, the California Supreme Court issued its decision in the case of *In re Taylor*, (2015) 60 Cal. 4th 1019, which addressed the validity of the 2,000 foot residency restriction for sex offender parolees under Section 3003.5(b) of the Penal Code; and

WHEREAS, the *In re Taylor* Court ruled that the blanket enforcement of the residency restrictions in Penal Code section 3003.5 against sex offender parolees in San Diego County was unconstitutional. The Court found blanket enforcement of the residency restrictions had “greatly increased homelessness” among registered sex offenders on parole in the county and “hindered their access to medical treatment, drug and alcohol dependency services, psychological counseling and other rehabilitative social services available to all parolees, while further hampering the efforts of parole authorities and law enforcement officials to monitor, supervise, and rehabilitate them in the interests of public safety.” (*Id.* at 1023, 1040.) Additionally, the Court found the residency restrictions, as applied and enforced in San Diego County, “hampered efforts to monitor, supervise and rehabilitate such parolees in the interests of public safety, and as such, bears no rational relationship to advancing the state’s legitimate goal of protecting children from sexual predators.” (*Id.* at 1042.); and

WHEREAS, most recently, on August 4, 2016, the Court of Appeal decided *People v. Lynch* (2016) 2 Cal. App. 5th 524, narrowly interpreting Penal Code section 3003.5 as applying only to parolees. *People v. Lynch* (2016) 2 Cal. App. 5th 524, 528 [“The placement of Jessica’s law residency restrictions immediately after the previously enacted subdivision (a), which was applicable only to parolees, indicates the intent of the Proposition 83’s drafters to align and limit the “any person” reference in subdivision (b) to the class of persons identified in subdivision (a) – parolees.”].) The City’s Ordinance currently applies to ‘any person who is required to register under Section 290 of the California Penal Code, regardless of whether or not that person is on parole or probation.’ ;

WHEREAS, in light of the *Taylor* and *Lynch* decisions, the City of Irwindale has conducted a comprehensive review of its Ordinance and ultimately determined to repeal the Residency Restrictions and replace them with the provisions herein.

NOW, THEREFORE, the City Council of the City of Irwindale, does ordain as follows:

Section 1. The forgoing recitals are true and correct and incorporated herein by this reference.

Section 2. Chapter 8.32 (Sex Offender Residency and Loitering Restrictions) of Title 8 (Health and Safety) of the Irwindale Municipal Code is hereby repealed and replaced in its entirety with the following:

“8.32.010 – Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. "Hotel" means a commercial establishment that rents guest rooms or suites to the public on a nightly, weekly, or monthly basis and shall include a motel and an inn that operates in such capacity.

B. "Multi-family dwelling" means a residential structure designed for the permanent residency of two or more individuals, groups of individuals, or families living independently. This definition shall include a duplex, apartment house, and a condominium complex, but shall not include a hotel.

C. "Owner's authorized agent" means any person, firm, association, joint venture, joint stock company, partnership, organization, club, company, limited liability company, corporation, business trust, manager, lessee, agent, servant, officer, or employee authorized to act for the property owner.

D. "Permanent resident" means any person who, on a given date, has obtained a legal right to occupy or reside in, or has already, as of that date, occupied or resided in, a single-family or multi-family dwelling or a hotel, for more than thirty consecutive days.

E. "Property owner" shall include the owner of record of real property, as recorded in the office of the county registrar-recorder/county clerk, as well as any partial owner, joint owner, tenant, tenant-in-common, or joint tenant, of such real property.

F. "Responsible party" means a property owner and/or a property owner's authorized agent.

G. "Sex offender parolee" means any person who is on parole for the conviction of a crime on or after the effective date of this ordinance, for which registration is required pursuant to Section 290 of the California Penal Code.

H. "Single-family dwelling" one permanent residential dwelling located on a single lot. For the purposes of this chapter, a single-family dwelling shall include any state-licensed residential facility which serves six or fewer persons.

I. "Temporary resident" means any person who, on a given date, has obtained a legal right to occupy or reside in, or has already, as of that date, occupied or resided in, a single-family or multi-family dwelling or a hotel, for a period of thirty consecutive days or fewer.

8.32.020 Sex offender parolee violation – Single-family and multi-family dwellings.

A sex offender parolee shall be prohibited from renting or otherwise occupying a single-family dwelling or a unit in a multi-family dwelling with another sex offender parolee, regardless of the permanent or temporary residential status of either sex offender parolee, unless those persons are legally related by blood, marriage, or adoption.

8.32.030 Sex offender parolee violation – Hotels.

A sex offender parolee shall be prohibited from renting or otherwise occupying the same guest room in a hotel with another sex offender parolee, regardless of the permanent or temporary residential status of either sex offender parolee, unless those persons are legally related by blood, marriage, or adoption.

8.32.040 Responsible party violation – Dwellings.

A responsible party shall be prohibited from knowingly allowing a single-family dwelling or a unit in a multi-family dwelling to be rented or otherwise occupied by more than one sex offender parolee, regardless of the permanent or temporary residential status of

either sex offender parolee during any given period of tenancy, unless those persons are legally related by blood, marriage, or adoption.

8.32.050 Responsible party violation—Hotels.

A responsible party shall be prohibited from knowingly allowing a guest room in a hotel to be rented or otherwise occupied by more than one sex offender parolee, regardless of the permanent or temporary residential status of either sex offender parolee, unless those persons are legally related by blood, marriage, or adoption.

8.32.060 Applicability.

This chapter shall apply to all sex offender parolees who establish a new residence, and to all responsible parties who allow occupancy by a sex offender parolee, within the City of Irwindale after the effective date of this ordinance.

8.32.070 Penalties.

Any single-family dwelling, multi-family dwelling, or hotel operated or maintained in a manner inconsistent with the occupancy requirements of this section or of the restrictions in Penal Code Section 3003.5 is declared to be unlawful and declared to be a public nuisance that is injurious to the public health, safety, and welfare.

8.32.080 Nuisances – Recovery of abatement expenses.

- A. In any civil action or proceeding, administrative proceeding, or special proceeding, including, but not limited to, those brought to abate a public nuisance, the prevailing party will be entitled to recovery of all costs, attorneys fees, and expenses, provided that attorneys fees will only be available in those actions or proceedings in which the city has provided notice at the commencement of such action or proceeding that it intends to seek and recover its own attorneys fees. In no action or proceeding will an award of attorneys fees exceed the amount of reasonable attorneys fees incurred by the city in the action or proceeding.
- B. Moneys due the city pursuant to this section may be recovered in an appropriate civil action. Alternatively, such liability may be enforced by special assessment proceedings against the parcel of land upon which the nuisance existed, which proceedings must be conducted in a manner substantially similar to the proceedings prescribed by Section 8.08.110 of this code relating to assessment for abatement of property nuisances.

8.32.090 Eviction requirements.

If, in order to comply with this chapter, a responsible party is required to terminate a sex offender parolee's tenancy or other occupancy, the responsible party shall comply with all applicable state law procedures and requirements governing the eviction of tenants of real property. If, in accordance with these procedures and requirements, a court determines that such termination is improper, the responsible party shall not be in violation of this section by allowing the sex offender parolee to remain as a tenant or other occupant.

8.32.100 Penalty/enforcement.

Notwithstanding any other penalty provided by this code or otherwise by law, any person who violates this chapter shall be guilty of a misdemeanor and shall be subject to the penalties as set forth in Chapter 1.12 of this code. Neither the arrest, prosecution, conviction, imprisonment, nor payment of any fine for a violation of this chapter shall diminish the authority of the city to institute administrative or civil actions seeking enforcement of any or all of the provisions of this chapter.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Irwindale hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

Section 4. This ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 5. This ordinance shall not apply to sex offenders who have established residence in violation of the Residency Restrictions of Title 8, Chapter 8.32 of the Irwindale Municipal Code prior to the effective date of this ordinance. Any sex offender parolee who changes residence after the effective date of this ordinance must move to a residence whose location is in compliance with the Residency Restrictions.

Section 6. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the city of Irwindale and shall cause a summary of this ordinance to be published in accordance with Government Code § 36933.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council on this _____ day of February, 2018.

MAYOR MARK BRECEDA

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LAW OFFICE OF
JANICE M. BELLUCCI
1215 K Street, 17th Floor
Sacramento, CA 95814
(805) 896-7854
JMBellucci@aol.com

RECEIVED

MAY 30 2017

**CITY OF IRWINDALE
OFFICE OF THE MAYOR**

May 21, 2017

Mayor Mark A. Breceda
Irwindale City Hall
5050 N. Irwindale Ave.
Irwindale, CA 91706

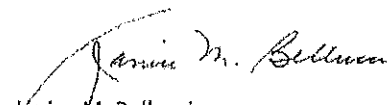
Dear Mayor Mark A. Breceda:

The purpose of this letter is to notify you that your City's municipal code includes a law that restricts where a person, who is required to register pursuant to CA Penal Code Section 290 ("sex offender" or "registrant"), may reside. Those restrictions violate the U.S. Constitution, are preempted by state law, and decrease public safety. If your City does not initiate action to repeal its residency restrictions within the next 60 calendar days, we will pursue all available legal remedies including the filing of a lawsuit in federal or state court. We have already filed more than 20 lawsuits challenging residency restrictions in cities throughout the State of California. We provide you with the following additional information that may help you to decide what future action to take.

The CA Supreme Court, in the decision *In re Taylor*, 60 Cal. 4th 1019 (2015), which was issued more than two years ago, found that similar restrictions in San Diego County failed to bear a rational relationship to any legitimate government purpose in that they contradicted and hampered the objectives of Jessica's Law; failed to protect the public and deprived registrants of stable homes, family support, social and medical services, and other means necessary to live productive, law-abiding lives. A state appellate court, in the decision *People v. Lynch*, 2 Cal. App. 5th 524 (2016), subsequently determined that residency restrictions can only be lawfully applied to registrants while they are on parole.

The CA Sex Offender Management Board, the state's policy experts on this topic, has concluded that there is no evidence that residency restrictions are related to preventing or deterring sex crimes against children. "To the contrary, the evidence strongly suggests that residency restrictions are likely to have the unintended effect of increasing the likelihood of sexual re-offense."¹ Finally, experts such as Dr. Jill Levenson, who have researched this topic for decades, have determined "Residential restriction laws should be abolished in their current form" because "they contradict decades of research demonstrating that when criminal offenders return to communities they are much more likely to reintegrate successfully when they have meaningful employment, stable housing, and the support of law-abiding family and peers."² Thank you for attention to this important matter.

Sincerely,


Janice M. Bellucci
Attorney-at-Law

¹ http://www.casomb.org/docs/Residence_Paper_Final.pdf.

² <http://jsw.sagepub.com/content/early/2016/06/21/1468017316654811.abstract>

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

FEB 14 2018

Date: February 14, 2018
To: Honorable Mayor and Members of the City Council
From: Theresa Olivares, Assistant City Manager
Issue: Project Update: Manning Pit Grading and Remediation

Assistant City Manager's Recommendation:

That the City Council receive and file the report regarding the status of the current activities of the Manning Pit Grading and Remediation Project

Background and Analysis:

The grading operations at the Manning Pit conducted by Windrow Earth Transport continue without any interruption. Clean soil has been transported mainly from the Los Angeles region.

The contractor is currently concentrating on the construction of the south boundary slope, which is approximately 85% completed.

As of December 31, 2017, approximately 4.45 million cubic yards of material has been imported to fill both the site and construction of the south boundary slope.

Approximately 590,000 cubic yards of material is needed to complete both the grading operations and the construction of the south boundary slope.

The project is anticipated to be completed in approximately 6-8 months.

Fiscal Impact:

There is no fiscal impact.

Review:

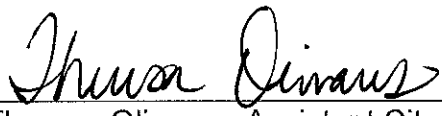
Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By: Edgar Rojas, Construction Compliance Manager

Contact By: William K. Tam, Development Services Director/City Engineer

Phone: (626) 430-2212


Theresa Olivares, Assistant City Manager

Attachment(s): None

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

COUNCIL AGENDA
ITEM 2 D

FEB 14 2018

Date: February 14, 2018
To: Honorable Mayor and Members of the City Council
From: Theresa Olivares, Assistant City Manager
Issue: Olive Pit Mining and Reclamation Project – 2017 Fourth Quarter Progress Report

Assistant City Manager's Recommendation:

That the City Council receive and file the updated quarterly progress report for Olive Pit Mining and Reclamation Project.

Background and Analysis:

The mining operator, United Rock Products (URP), continues with the construction of the new access road along the southerly boundary of the pit. The truck traffic continues to enter the pit at the southeast corner through a driveway located on Azusa Canyon Road and exit on Olive Street. Based on the information submitted by the operator, approximately 200,000 C.Y. of soil import is required to complete the new access road and is anticipated to be completed in March/April 2018. This quarter, URP removed approximately 147,000 tons of talus as a part of the construction of this access road.

The construction of the landscape improvements on Olive Street is underway. Based on information submitted by the mining operator, the construction of landscape improvements on Olive Street is anticipated to be completed by Mid-March 2018.

The design of the two traffic signals for the Olive Pit Project are in progress. The City and the operator met with the Metro Link to coordinate the design of the signal and the railroad crossing at the intersection of Los Angeles Street and Azusa Canyon Road. A Design Services Agreement and a Construction and Maintenance Agreement will need to be established between Metro Link and the City.

The construction of the block wall along the westerly boundary of the pit is underway and is anticipated to be completed by mid-March 2018.

Fiscal Impact:

There is no fiscal impact.

Review:

Fiscal Impact: EC (Initial of CFO)

Legal Impact: AL (Initial of Legal Counsel)

Prepared By: Francisco Carrillo, Project Manager – Mining

Reviewed By/Contact: William K. Tam, Development Services Director/City Engineer

Phone: (626) 430-2212

Theresa Olivares

Theresa Olivares, Assistant City Manager

Attachment(s): None

SUCCESSOR AGENCY AGENDA

ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEB 14 2018

JANUARY 10, 2018
WEDNESDAY
7:47 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz, Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City Attorney; Theresa Olivares, Assistant City Manager; Ty Henshaw, Chief of Police; William Tam, Development Services Director/ City Engineer; Eva Carreon, Director of Finance; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held December 13, 2017

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

ITEM NO. 1C
APPROVAL OF EXTENSION OF CONTRACT FOR ANNUAL AUDIT SERVICES

APPROVAL OF EXTENSION OF CONTRACT FOR ANNUAL AUDIT SERVICES

The extension of the existing contract with Lance, Soll, & Lunghard, LLP, Certified Public Accountants, to provide annual audit services for two additional years, was approved.

ITEM NO. 1D
AMENDMENT TO CITY ATTORNEY FEE AGREEMENT

AMENDMENT TO CITY ATTORNEY FEE AGREEMENT

The Second Amendment to the Irwindale Fee Agreement for City Attorney Services was approved.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
COMPREHENSIVE
ANNUAL FINANCIAL
REPORT FOR THE
FISCAL YEAR ENDED
JUNE 30, 2017

COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE
FISCAL YEAR ENDED JUNE 30, 2017

DIRECTOR CARREON

Director Carreon presented the staff report and introduced Rich Kikuchi, a partner with the city's auditing firm, Lance, Soll, & Lunghard, who provided an overview of the Comprehensive Annual Financial Report.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:47 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

FEB 14 2018

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**

Check No	Vendor No	Vendor Name	Check Date	Check Amount
64615	USBANK03	US Bank Trust N.A.	01/25/2018	3,850.00

Report Total (1 checks):	3,850.00
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HOUSING AGENDA
ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEB 14 2018

JANUARY 10, 2018
WEDNESDAY
6:00 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Authority Members Larry G. Burrola, Manuel R. Garcia,
H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Also present: John Davidson, Executive Director; Fred Galante,
Authority Attorney; Theresa Olivares, Assistant Executive Director;
Ty Henshaw, Chief of Police; William Tam, Development Services
Director/ City Engineer; Eva Carreon, Director of Finance; Mary Hull,
Human Resources Manager, and Laura Nieto, Chief Deputy City
Clerk

**RECESS TO
CLOSED SESSION**

At 6:00 p.m., the Housing Authority recessed to Closed Session to
discuss the following:

Conference with Real Property Negotiators
Pursuant to California Government Code Section 54956.8

Property: Las Casitas Senior Apartments
5164 Ayon Avenue

Negotiating Parties: Housing Authority and Northridge Group, Inc.
Under Negotiation: Price and terms

ACTION: Discussed; direction provided

Property: 16203-33 Arrow Highway
Negotiating Parties: Housing Authority and Panattoni
Under Negotiation: Price and terms

ACTION: Update provided; no further reportable action taken

**RECONVENE IN
OPEN SESSION**

At 7:47 p.m., the Housing Authority convened in Open Session.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Ortiz, seconded by Chair
Breceda, to approve the Consent Calendar; reading resolutions and
ordinances by title only and waiving further reading thereof. The
motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held December 13, 2017

ITEM NO. 1B
APPROVAL OF
EXTENSION OF
CONTRACT FOR
ANNUAL AUDIT
SERVICES

APPROVAL OF EXTENSION OF CONTRACT FOR ANNUAL
AUDIT SERVICES

The extension of the existing contract with Lance, Soll, & Lunghard, LLP, Certified Public Accountants, to provide annual audit services for two additional years, was approved.

ITEM NO. 1C
AMENDMENT TO CITY
ATTORNEY FEE
AGREEMENT

AMENDMENT TO CITY ATTORNEY FEE AGREEMENT

The Second Amendment to the Irwindale Fee Agreement for City Attorney Services was approved.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
COMPREHENSIVE
ANNUAL FINANCIAL
REPORT FOR THE
FISCAL YEAR ENDED
JUNE 30, 2017

COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE
FISCAL YEAR ENDED JUNE 30, 2017

DIRECTOR CARREON

Director Carreon presented the staff report and introduced Rich Kikuchi, a partner with the city's auditing firm, Lance, Soll, & Lunghard, who provided an overview of the Comprehensive Annual Financial Report.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:48 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary